

**IMPORTANT****NOTICE TO  
BIDDER**

*On the envelope submitting your bid, it is imperative:*

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

**U.S. POSTAL SERVICE****S  
E  
A  
L  
E  
D**

INVITATION NO.

**72-110**

DATE OF OPENING

**June 5, 1972**

TIME OF OPENING

A. M. **2:00** P. M.BID FOR **Removal of Rubb-  
ish from S.S.F.****B  
I  
D**



**U. S. POSTAL SERVICE**  
**GENERAL PROVISIONS FOR FIXED PRICE SUPPLY CONTRACTS**

**1. DEFINITIONS (July 1971)**

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "head of the agency" means the Postmaster General, or Deputy Postmaster General, or Senior Assistant Postmaster General; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the U.S. Postal Service, and any other officer or employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

**2. CHANGES (July 1971)**

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Postal Service in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**3. EXTRAS (July 1971)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

**4. VARIATION IN QUANTITY (July 1971)**

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

**5. INSPECTION (July 1971)**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Postal Service, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Postal Service shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former

rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Postal Service either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Postal Service thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Postal Service on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Postal Service inspectors in the performance of their duties. If Postal Service inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Postal Service except as otherwise provided in this contract: *Provided,* That in case of rejection the Postal Service shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Postal Service shall be performed in such a manner as not to unduly delay the work. The Postal Service reserves the right to charge to the Contractor any additional cost of Postal Service inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Postal Service therefor.

(d) The inspection and test by the Postal Service of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Postal Service covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Postal Service during the performance of this contract and for such longer period as may be specified elsewhere in this contract. The right is reserved to the Postal Service to evaluate the acceptability and effectiveness of the Contractor's inspection system prior to award and periodically during the contract period. Results of such evaluation may be used to determine the extent of Postal Service inspection and test, but in no event shall the Postal Service's right to inspect and test completely any and all lots offered for delivery under the contract be waived.

The contractor's inspection system shall be in accordance with Specification MIL-I-45208, Inspection System Requirements, of the issue in effect on the date of issuance of the solicitation. (Copies of Specification MIL-I-45208 may be obtained from Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, Pa. 19120, Attn: Code CDS.) Failure of contractor to maintain an acceptable inspection system as provided in this clause may result in termination of the contract under Article 11 of Form 7332.

**(f) Additional Costs of Inspection and Testing**

(1) The Contractor will be charged at the rate of \$11.00 per man hour for: (i) the total time lost by postal representatives, including round trip travel time in reporting for inspection of supplies not ready at the time such inspection and test is requested by the Contractor and (ii) the total time required by postal representatives, including round trip travel time for reinspection and retest necessitated by prior rejection.

(2) Charges other than those in (i) above, for any testing caused by prior rejection, will be the actual laboratory cost as obtained from the National Bureau of Standards or other testing laboratory.



(3) The Contractor agrees that the certification executed by him on PS Form 7342 is intended to include and does include a certification by him that he has inspected the goods to be delivered under this contract in accordance with his internal inspection procedures, as approved by the Postal Service, and that the goods conform to contract requirements and that there are no defects either known to him or which should be known to him and which he has not disclosed to the Postal Service. Violation of this provision may subject the contractor to prosecution under Section 1001 of Title 18, United States Code.

(4) Unless otherwise specified in the solicitation, or in writing subsequent to contract award, inspection for compliance with contract specifications will be performed by a representative of the Postal Service, prior to shipment from contractor's plant or other designated contractor facility. The contractor shall provide the Office of Procurement, Administration Department, U.S. Postal Service, Washington, D.C. 20260, at least 10 calendar days advance notice of the intended shipping date. Any contract item procured on a destination basis will be examined by the consignee for quantity and damage. Material must not be shipped without Postal Service inspection, unless waived.

#### 6. RESPONSIBILITY FOR SUPPLIES (July 1971)

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Postal Service at the designated point and prior to acceptance by the Postal Service or rejection and giving notice thereof by the Postal Service, the Postal Service shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Postal Service acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Postal Service shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Postal Service acting within the scope of their employment.

#### 7. PAYMENTS (July 1971)

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Postal Service when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$500 or 50 percent of the total amount of this contract.

#### 8. ASSIGNMENT OF CLAIMS (July 1971)

(a) If this agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Postal Service under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with (i) the Contracting Officer; (ii) the surety or sureties upon the bond or bonds, if any, in connection with this contract; and (iii) the disbursing officer, if any, designated in this contract to make payment, and the Contracting Officer has acknowledged the assignment in writing.

(b) Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause shall be grounds for annulment of this contract at the option of the Postal Service.

#### 9. ADDITIONAL BOND SECURITY (July 1971)

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Postal Service or if any such

surety fails to furnish reports as to his financial condition from time to time as requested by the Postal Service, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Postal Service and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

#### 10. EXAMINATION OF RECORDS (July 1971)

(The following clause is applicable if the amount of this contract exceeds \$5,000 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Postmaster General or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of any specified time periods for particular records, whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of any specified time periods for particular records, whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

#### 11. DEFAULT (July 1971)

(a) The Postal Service may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Postal Service terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Postal Service may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Postal Service for any excess costs for such similar supplies or services: *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Postal Service in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Postal Service, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Postal Service, in the manner and to the extent directed by the



Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Postal Service has an interest. Payment for completed supplies delivered to and accepted by the Postal Service shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Postal Service and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Postal Service may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Postal Service against loss because of outstanding liens or claims of former lien holders.

(c) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Postal Service, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Postal Service, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Postal Service provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

#### 12. DISPUTES (July 1971)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Postmaster General. The decision of the Postmaster General or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above. *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

#### 13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (July 1971)

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Postal Service on account of any alleged patent or copyright infringement arising out of

the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Postal Service, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Postal Service except where the Contractor has agreed to indemnify the Postal Service.

#### 14. BUY AMERICAN ACT (July 1971)

(a) Preference shall be given to domestic source end products in accordance with the Buy American Act (41 USC 10 a-d) and PCM 1-1800. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a)(iii)(B), components of foreign origin of the same type or kind as the products referred to in (b)(ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Postal Service determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Assistant Postmaster General, Administration Department determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Assistant Postmaster General, Administration Department determines the cost to the Postal Service to be unreasonable.

(The foregoing requirements are administered in accordance with Section 1, Part 18 of the Postal Contracting Manual.)

15. CONVICT LABOR (July 1971). The Contractor agrees that no convict labor will be employed in the manufacture of the equipment or supplies to be furnished to the Postal Service under this contract.

#### 16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (July 1971)

(This Article is not applicable to purchases or contracts in the aggregate amount of \$2,500 or less (28 F.R. 4251).)

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard



workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

#### 17. WALSH-HEALEY PUBLIC CONTRACTS ACT (July 1971)

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

#### 18. EQUAL OPPORTUNITY (July 1971)

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Postal Service and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or

by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Postal Service may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Postal Service, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 19. OFFICIALS NOT TO BENEFIT (July 1971)

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### 20. COVENANT AGAINST CONTINGENT FEES (July 1971)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 21. PARTICIPATION OF SMALL BUSINESS CONCERNS (July 1971)

It is the policy of the Postal Service to encourage the participation of small business concerns in its procurement of property and services to the maximum extent practicable consistent with its procurement objectives. The Contractor agrees to follow this same policy in the performance of this contract.

#### 22. PARTICIPATION OF CONCERNS IN LABOR SURPLUS AREAS (July 1971)

It is the policy of the Postal Service to encourage the participation of concerns in areas of persistent and substantial labor surplus in its procurement of property and service to the maximum extent practicable consistent with its procurement objectives. The Contractor agrees to follow this same policy.

#### 23. NOTICE OF DELAY (July 1971)

The Contractor shall immediately, upon becoming aware of any difficulties which may delay deliveries under the contract, notify the Contracting Officer in writing thereof. Such notification shall identify difficulties, the reasons therefor, and the estimated period of anticipated delay. Failure to give such notice may preclude later consideration of any request for an extension of contract time.

#### 24. NEW MATERIALS (July 1971)

Unless otherwise specified herein, all materials, supplies, and equipment to be furnished must be new and unused.

#### 25. CONTRACT MODIFICATION (July 1971)

Notwithstanding any other provision herein, no contract modification will be recognized unless in writing and signed by the Contracting Officer. "Contract modification" means any written alteration in the specification, delivery point, rate of delivery, contract period, price, quantity, or other contract provision of an existing contract, whether accomplished by unilateral action in accordance with a contract provision or by mutual action of the parties to the contract. It includes (a) bilateral actions, such as supplemental agreements and amendments, and (b) unilateral actions, such as change orders, notices of termination, and notices of the exercise of an option.



## 26. STOP WORK ORDER (July 1971)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (i) cancel the Stop Work Order, or
  - (ii) terminate the work covered by such order as provided in the "Default" or the "Termination for Convenience" clause of this contract.
- (b) If a Stop Work Order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if—
- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract, and
  - (ii) the Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; *provided* that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.
- (c) If a Stop Work Order is not canceled and the work covered by such order is terminated for the convenience of the Postal Service, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.
- (d) If a Stop Work Order is not canceled and the work covered by such order is terminated for default, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

## 27. TERMINATION FOR CONVENIENCE OF THE POSTAL SERVICE (July 1971)

(a) The performance of work under this contract may be terminated by the Postal Service in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Postal Service. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (4) Assign to the Postal Service, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Postal Service shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- (6) Transfer title to the Postal Service and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or

acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Postal Service;

(7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however*, That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: *And provided further*, That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Postal Service to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;

(8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(9) Take such action as may be necessary, or as the Contracting Officer may direct for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Postal Service has or may acquire an interest.

At any time after expiration of the plant clearance period, as defined in The Postal Contracting Manual, as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Postal Service to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Postal Service will accept title to such items and remove them or enter into a storage agreement covering same; *provided*, That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Postal Service's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

(d) Subject to the provisions of paragraph (c), and subject to any review required by Postal Service procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done: *Provided*, That such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

(e) In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the



termination of work pursuant to this clause, the Contracting Officer, subject to any review required by Postal Service procedures in effect as of the date of execution of this contract, shall pay to the Contractor the amounts determined as follows:

(1) For completed supplies accepted by the Postal Service (or sold or acquired as provided in paragraph (b)(7) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e)(1) hereof;

(ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in paragraph (b)(5) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination which amounts shall be included in the costs payable under (i) above; and

(iii) A sum, as profit on (i), above, determined by the contracting officer on the basis of the nature, extent and difficulty of the work completed; the quality of the Contractor's performance; the financial and technical risk assumed by the Contractors; and the original profit rate to be fair and reasonable: *Provided, however,* That if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph (c) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Postal Service shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e)(1) and (2)(i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Postal Service or to a buyer pursuant to paragraph (b)(7).

(f) Costs claimed, agreed to, or determined under paragraph (c), (d) or (e) hereof shall be governed by the principles for consideration of costs set forth in Section 15 of The Postal Contracting Manual, as in effect on the date of this contract.

(g) The Contractor shall have the right to appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Postal Service shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or (2) if an appeal has been taken, the amount finally determined on such appeal.

(h) In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract; (2) any claim which the Postal Service may have against the Contractor in connection with this contract; and (3) the agreed price for, or the proceeds of sale of any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Postal Service.

(i) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(j) The Postal Service may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Postal Service upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Postal Service. *Provided, however,* That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

(k) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to the Postal Service at all reasonable times at the office of the Contractor but without direct charge to the Postal Service, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions thereof.

## 28. DEFINITION OF DELIVERY TERMS AND CONTRACTOR'S RESPONSIBILITIES (July 1971)

### I. If, "Delivered Postal Facility, Door, Platform or Private Siding"

(a) The term "Delivered Postal Facility, Door, Platform or Private Siding" means:

(1) Delivery to door of Postal Facilities having no platform or private siding, free of expense to the Postal Service.

(2) Delivery on platform to Postal Facilities having platforms but no private siding, free of expense to the Postal Service.

(3) Delivery on private siding at Postal Facilities with private siding, free of expense to the Postal Service.

(b) In addition to the requirements of Article 6 of PS Form 7332, it shall be the responsibility of the Contractor to do the following:

(1) Pack and mark in such manner as to afford adequate protection against normal transportation hazards and secure prompt delivery to the consignee and comply with all packing and marking specifications of the contract.

(2) To unload material at door or on platform in the case of (a) (1) and (a) (2) above, free of expense to the Postal Service.

(3) Properly prepare and distribute commercial bills of lading.

(4) Be responsible for any loss or damage to shipments occurring before receipt by the Postal Service at the named Postal Facility.

### II. If, "F.O.B. Destination"

(a) *Definitions.* (1) The term "f.o.b. destination" means on board the conveyance of carrier, free of expense to the Postal Service, at a specified delivery point, where the consignee's facility is located. The term "facility," as used herein, means: plant, warehouse, store, lot, or other location to which shipment can be made.

(2) The term "f.o.b. destination, within the consignee's premises," means delivered free of expense to the Postal Service, laid down within the doors of the consignee's premises, including delivery to specific rooms within a building when so specified.

(b) *Contractor responsibilities.* It shall be the responsibility of the Contractor to:

(1) Pack and mark to comply with contract specifications; or, in the absence of such specifications, prepare shipment in conformance with carrier requirements.

(2) Prepare and distribute commercial bills of lading.



(3) Deliver shipment in good order to the point of delivery specified in the contract.

(4) Be responsible for any loss or damage, or both, to the personal property occurring prior to its receipt by the consignee at the named point of delivery.

(5) Furnish a delivery schedule and designate mode of delivering carrier.

(6) Pay and bear all charges to the point of delivery specified in the contract.

### III. If, "F.O.B. Point of Origin"

(a) *Definition.* The term "f.o.b. origin" means (1) on board the indicated type of conveyance of carrier (or conveyance of the Postal Service when so indicated) free of expense to the Postal Service, at a named point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) begins; or when so stated in the solicitation, (2) delivered by the contractor, free of expense to the Postal Service, to any Postal Service-designated point located within the same commercial zone (as prescribed by the Interstate Commerce Commission) as the f.o.b. point named in the contract.

(b) *Contractor responsibilities.* Where the term "f.o.b. origin" is used, it shall be the responsibility of the contractor to:

(1) Pack and mark to comply with contract specifications; or, in the absence of such specifications, prepare shipment in conformance with carrier requirements to protect the personal property and assure assessment of the lowest applicable transportation charge.

(2) Order specified carrier equipment when requested by the Postal Service; otherwise, order appropriate carrier equipment not in excess of capacity to accommodate shipment.

(3) Deliver shipments in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload (when loaded by the Contractor) shipments on or in carrier's conveyance as required by carrier rules and regulations.

(4) Be responsible for any loss or damage, or both, to the personal property occurring prior to delivery of shipment to carrier; and also for any loss or damage resulting from improper packing and marking, and, when loaded by Contractor, resulting from improper loading, stowing, trimming, blocking, and/or bracing of shipment on or in carrier's conveyance.

(5) Complete Government bill of lading supplied by the Postal Service; or, when Government bill of lading is not supplied, prepare commercial bill of lading or other transportation receipt. The bill of lading shall show thereon:

(i) Description of shipment in terms of the governing freight classification or tariff under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance, including number thereof, or other identification;

(iii) Length and capacity of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery and postal address of consignee, routing, etc.;

(v) Special instruction or annotations requested by the Postal Service for commercial bills of lading; for example,

(A) "To be converted to a Government bill of lading," or

(B) "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Postal Service," and

(vi) Signature of carrier's agent and date shipment is received.

(6) Distribute the several parts of the bills of lading, or other transportation receipts, as directed by the Postal Service.

(7) Supply with each invoice the No. 5 copy of any GBL, with the weight accepted by the carrier clearly shown. If the weight is determined by the carrier after pick-up at the Contractor's plant, the weight information should be obtained from carrier by the Contractor and noted on the No. 5 copy with the following certification:

"It is certified that the weight information is that obtained from the carrier, signed \_\_\_\_\_."

### IV. DELIVERY-POINT OF ORIGIN PRICES

F.O.B. point of origin prices shall include delivery by the Contractor, free of expense to the Postal Service, to any postal-designated point located within the same commercial zone (as prescribed by the Interstate Commerce Commission) as the f.o.b. point named in the contract. (See III(a)(2).)

### V. SHIPPING COSTS-POINT OF ORIGIN

a. When delivery is to be made to points not included under paragraph IV, above, and the Postal Service has not specified otherwise in delivery instructions, the Contractor will ship on Government bills of lading.

b. When the Postal Service specifies in delivery instructions that shipment is to be made on *endorsed* commercial bills of lading for transportation charges of \$25 or less, the Contractor will be required to prepay all transportation charges, not to exceed \$25, covering delivery as follows:

(1) Delivery to the door of the specified Postal activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge pursuant to published tariffs or schedules duly filed with the Federal and/or State regulatory bodies governing such carriers or, at the option of the Contractor, by parcel post on mailable articles.

(2) Delivery to siding at destination if not covered under subparagraph 1, above.

(3) Delivery to the freight station nearest destination when delivery is not covered under subparagraph 1 and 2, above.

c. When shipped prepaid under paragraph b above, the contractor will place the following annotation on commercial bills of lading:

"This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Postal Service."

In addition, the actual cost of such transportation charges, not to exceed \$25 per shipment, will be added to the Contractor's invoice as a separate item. The charges, in all cases, shall be based on the lowest published rate on file with the Interstate Commerce Commission or any State regulatory body, or quotations to the Postal Service. All transportation charges which are added to the contractor's invoice shall be supported by paid freight or express receipts. If the paid freight or express receipts in support of his invoice are not obtainable, the Contractor shall insert the following certificate on his invoice:

"I certify that the shipments identified below have been made and transportation charges related thereto have been paid by me and paid freight or express receipts in support thereof are not obtainable:

Destination

Name of Carrier(s)

Weight of shipment

Transportation charges claimed"

d. The Postal Service reserves the right to specify the mode of transportation and routing to be employed.

### 29. GUARANTEED SHIPPING WEIGHT (July 1971)

The following is applicable when the contract contains a guaranteed shipping weight provision:

The Contractor is totally responsible for the actual shipping weight at the time of shipment. If the shipping weight exceeds the guaranteed shipping weight specified in the accepted offer, the contractor will be liable for the excess transportation cost resulting therefrom. The Contractor will determine the amount of excess transportation cost(s) and deduct such excess cost(s) from their invoice, making reference thereon to the applicable Government bill(s) of lading number(s). When the excess transportation cost is not known, and timely notification has not been made to the Contracting Officer for possible price adjustment, 2 percent of the invoice amount covering each shipment with excess weight may be withheld until such time as the Postal Service can calculate the excess costs. An administrative cost fee of \$1 per shipment will be assessed in addition to any excess transportation cost incurred. No interest will be allowed on any amount withheld under this provision nor will such withholding prevent the Postal Service from taking prompt payment deductions from the invoices.

### 30. FEDERAL, STATE, AND LOCAL TAXES (July 1971)

(a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and-

(1) Results in the Contractor being required to pay or bear the



burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: *Provided*, That the Contractor if requested by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Postal Service, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

(c) No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over \$100.

(d) As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Postal Service, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the direction of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

### 31. INSPECTION AND SHIPPING REPORT (July 1971)

PS Form 7342 showing units inspected and shipped shall be completed by the Contractor in accordance with the instructions on the reverse side thereof. Copies of this form may be obtained from the Contracting Officer.

### 32. SPECIFICATIONS AND DRAWINGS (July 1971)

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the

specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern except in contracts for lock boxes, counterline/screenline and furniture items where the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at his own risk and expense.

### 33. ADVERTISING OF CONTRACT AWARDS (July 1971)

The contractor agrees not to make reference in any of its commercial advertising that it was awarded a Postal Service contract or to imply in any manner that the Postal Service endorses its products.

### 34. QUALIFICATION OF OFFERORS (July 1971)

To be considered eligible for award, an offeror must be regularly engaged in providing the supplies, or equipment described in the solicitation, and meet the criteria for "manufacturer," or "regular dealer," set forth in Postal Contracting Manual 12-603.1 and 12-603.2, respectively, and must, in the opinion of the Contracting Officer, meet the minimum standards set forth in Section 1, Part 9 of the Postal Contracting Manual and such additional standards as specified in the solicitation.

### 35. GRATUITIES (July 1971)

(a) The Postal Service may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Postmaster General or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the Postal Service with a view toward securing a contract or securing favorable treatment will respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Postmaster General or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Postal Service shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in exemplary damages in an amount (as determined by the Postmaster General or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Postal Service provided in this clause, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.



## U.S. POSTAL SERVICE REPRESENTATIONS AND CERTIFICATIONS

NAME AND ADDRESS OF BIDDER(No., Street, City, State, and ZIP Code)

DATE OF BID

*In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."*

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

**1. CONTINGENT FEE**

(a) He ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the bidder responds in the affirmative, he shall furnish, in duplicate, a completed PS Form 7319, Contractor's Statement of Contingent or Other Fees and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed PS 7319 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

*(For interpretation of the representation, including the term "bona fide employee," see Postal Contracting Manual, subparagraph 1-504.3.)*

**2. TYPE OF ORGANIZATION**

He operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☐ corporation, ☐ a nonprofit organization incorporated in State of \_\_\_\_\_

**3. INDEPENDENT PRICE DETERMINATION**

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices of this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2)(i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

**4. EQUAL OPPORTUNITY**

*(CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)*

He ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐ has, ☐ has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts which are exempt from the clause.)*



## 5. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? ☐ Yes ☐ No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

|                        |  |
|------------------------|--|
| NAME OF PARENT COMPANY | MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code) |
|------------------------|--|

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

|                                      |                  |        |
|--------------------------------------|------------------|--------|
| EMPLOYER<br>IDENTIFICATION NUMBER OF | → PARENT COMPANY | BIDDER |
|--------------------------------------|------------------|--------|

## 6. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

FOR SUPPLY CONTRACTS ONLY, CHECK THE FOLLOWING:

7. REGULAR DEALER—MANUFACTURER (CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)  
He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

## 8. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

|                       |                   |
|-----------------------|-------------------|
| EXCLUDED END PRODUCTS | COUNTRY OF ORIGIN |
|-----------------------|-------------------|

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.



## SERVICE CONTRACT ACT OF 1965

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (41 U.S.C. 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) *Compensation.* Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employee which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract, or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator, or his authorized representative, shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour).

(b) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor (29 CFR Subpart B, Part 4).

(c) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(e) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of

service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in section 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.  
Public Health Service, U.S. Department of Health, Education, and Welfare.

Bureau of Mines, U.S. Department of the Interior.

American National Standards Institute, Inc. (United States of America Standards Institute).

National Fire Protection Association.

American Society of Mechanical Engineers.

American Society for Testing and Materials.

American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street NW, Washington, DC 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, NY 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Puerto Rico).

(2) Middle Atlantic Region, Room 410, Penn Square Building, Juniper and Filbert Streets, Philadelphia, PA 19107. (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street NE., Suite 723, Atlanta, GA 30309 (Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lakes Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, IL 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Mid-Western Region, 1906 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, TX 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 36017, San Francisco, CA 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) *Records.* The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work the records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Divisions, U.S. Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages, and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those



classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Postal Service may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(h) *Subcontractors.* The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Prime Contractor."

(i) *Service employee.* As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semi-skilled, or skilled manual labor occupations; and any other employee, including a foreman or supervisor, in a position having trade, craft, or laboring experience as the paramount requirement; and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(j) *Contractor's report.* If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined as provided in paragraph (a) of this clause.

(k) *Regulations incorporated by reference.* All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Subpart C, Part 4, are hereby incorporated by reference in this contract.

(l) *Exemptions.* This clause shall not apply to the following:

(1) Any contract of the United States Postal Service for construction, alteration and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (49 Stat. 2036; 41 U.S.C. 35-45);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, and gas;

(6) Any employment contract providing for direct services to the Postal Service by an individual or individuals;

(7) Any contract with the Postal Service the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country; and

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor hereby finds necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business: (i) Contracts entered into by the Postal Service with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom.

(ii) Any contract entered into by the U.S. Postal Service with an individual owner-operator for mail service where it is not contemplated at the time the contract is made that such owner-operator will hire any service employee to perform the services under the contract except for short periods of vacation time or for unexpected contingencies or emergency situations such as illness or accident.

(m) *Special employees.* Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, the following employees may be employed in accordance with the following variations, tolerances and exemptions, which the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(i)(i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than \$20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531: *Provided, however,* That the amount of such credit may not exceed 80 cents per hour.



| U.S. POSTAL SERVICE  |                      | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
|--|----------------------|--------------------------------|------|------------|--------|
| CONTINUATION SHEET   |                      | 72-110                         |      | 7          | 12     |
| NAME OF OFFEROR OR CONTRACTOR  |                      |                                |      |            |        |
| ITEM NO.   | SUPPLIES/SERVICES    | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
| DATE   | ISSUED: May 18, 1972 | OPENING DATE: June 5, 1972     |      |            |        |
| <p>This Solicitation consists of PS Form 7333, PS Form 7319B, PS Form 7336, PS Form 7332 (All Forms July 1971 Edition) and Schedules, Drawing, Specifications and other terms and conditions referenced herein. By signing PS Form 7333 offeror specifically agrees to all applicable terms, conditions and provisions referenced in or set forth at length, and all pages of this Solicitation. Offeror further agrees by signing PS Form 7333 that failure to return any pages of this Solicitation will not relieve him from any obligations and responsibility to comply fully with all applicable terms, conditions, and provisions referenced in, or set forth at length, on all pages of the Solicitation and PS Form 7382 (July 1971 Edition); General Provisions for Services Contract: PS Form 7331 Dated July 1971 and Wage Determination No. _____ (If applicable).</p> <p>NOTICE OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES</p> <p>Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" in this Solicitation. The Certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the certification of Non-segregated Facilities will render his bid or offer non-responsive to the terms of solicitation involving awards of contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause.</p> |                      |                                |      |            |        |



| U.S. POSTAL SERVICE           |  | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
|-------------------------------|--|--------------------------------|------|------------|--------|
| CONTINUATION SHEET            |  | 72-110                         |      | 8          | 12     |
| NAME OF OFFEROR OR CONTRACTOR |  |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES  | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p><u>SCOPE:</u></p> <p>Removal of Rubbish &amp; Garbage during Fiscal Year beginning July 1, 1972 through June 30, 1973, as directed by the Operations Manager, South Suburban Postal Facility, 7401 South Cicero Ave., Chicago, Illinois 60499.</p> <p>Rubbish &amp; Garbage are to be called for &amp; removed in such quantities, in such manner at such time, as may be direct by the Operations Manager, Service on Sundays &amp; legal Holidays will not be required or permitted.</p> <p><u>REMOVED OF COMPACTED RUBBISH:</u><br/>Yearly Estimate is 3880 Cubic Yards</p> <p>COST PER LOAD OF 30 CUBIC YARD COMPACTED</p> <p style="text-align: right;">per load</p> <p><u>REMOVAL OF NON-COMPACTED RUBBISH:</u><br/>Yearly Estimate is 8600 Cubic Yards</p> <p>COST PER CUBIC YARD NON-COMPACTED</p> <p style="text-align: right;">per Cubic Yard</p> <p>Award shall be made to the low qualified bidder on Item 1 and 2. separately, on an item to item basis.</p> <p style="text-align: center;"><u>GENERAL PROVISIONS AND SPECIFICATION</u></p> <p style="text-align: center;"><u>RUBBISH REMOVAL-COMPACTED</u></p> <p>1. Pickups of compacted loads are based on filling the 30 Cubic Yard Container to capacity.</p> <p>(a) Only full loads of 30 Cubic Yards each are to be removed. When the need arises for removals, contractor will be contacted by the Operations Manager Office, and must respond within three hours of notification container is full and must be removed. Normal removals are to be made between 6:00 AM and 5:00 PM.</p> <p style="text-align: center;"><u>RUBBISH REMOVAL-NON-COMPACTED</u></p> <p>2. Non-compacted Rubbish is defines as: Scrap lumber, discarded belting wooden pallets, wooden boxes and crates, fibre drums, and other materials which cannot be efficiently compacted.</p> <p>3. Removal of rubbish shall be made daily, including Saturdays during hours governing the mailing activities in the rubbish accumulation area and at the direction of Operations Manager. Successful bidder can anticipate removal during day hours.</p> |                                |      |            |        |



## CONTINUATION SHEET

72-110

9

12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| 4.       | <p>Transfer of rubbish from containers to trucks by hand or human contact methods will not be permitted within the premises of the building. Contractor shall use equipment or provide suitable covers to prevent the dispersal of any rubbish while removing same.</p> <p><u>CONTRACTOR SHALL PROVIDE:</u></p> <p>Contractor shall furnish equipment as necessary and to work in conjunction with Post Office equipment listed below to provide a complete service for the removal of trash. The disposition of the removed trash to be the responsibility of the contractor. The contractor will provide additional equipment as a response to individual requests within two (2) hours of the call.</p> <ol style="list-style-type: none"> <li>1. Thirty cubic yard container to work in conjunction with Post Office owned two cubic yard Hercules Galion fixed packer. Provide replacement container when removing full unit for disposal. Capacity of Compacter 2 cu. yds. at 25,000 lbs. force or compaction pressure 27.4 per square inch.</li> <li>2. As required, provide twenty and/or thirty yard container for the consolidation and removal of non-compactable material such as broken wooden skids. etc.</li> <li>3. Equipment furnished by contractor to be reasonably clean and leak proof, and vermin proof. Any charges for furnishing of any equipment by contractor shall be incorporated in the price per cubic yard of disposal.</li> </ol> <p>All equipment furnished by contractor shall remain as his property.</p> <ol style="list-style-type: none"> <li>4. No contract hereunder, nor any part thereof, may be made the subject of a subcontract without the written consent of the Contracting Officer.</li> <li>5. Bidders should examine conditions at the South Suburban Facility before submitting bids. Arrangements for visit to the site may be made by contacting the Operations Manager. Mr. Unzeitig (531-2653).</li> <li>6. Contractor shall not retain for resale or for any form of donations to the public for reading or any other purpose, any and all undeliverable mail, circulars, magazines, newspapers or any other periodical publications.</li> <li>7. Contractor or his employees shall adhere to all rules in force at subject Facility, and on reporting for removals. Contractor and/or person employed by him shall contact or be contacted by representative of Operations Manager who will require him to sign log book showing amount of compacted and/or non-compacted material removed.</li> </ol> |          |      |            |        |



U.S. POSTAL SERVICE  
CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D. PAGE 10 OF 12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
|          | <p>The quantities shown in this Solicitation are the estimated requirements for the contract term. It is to be distinctly understood, however, that these are estimated only, and are given merely for the information of the prospective bidders. No obligation or restriction is hereby imposed upon the Postal Service to furnish the estimated quantities; however, the office issuing this Solicitation will use the services of the successful bidder for each item, requirements during stated contractor period at the prices quoted and accepted by award of contract. The successful bidder guarantees, by submission of his bid in response thereto, to provide the services that will be required by the Contracting Officer.</p> <p><b>SAVE HARMLESS CLAUSE:</b></p> <p>The Contractor shall save harmless the Government and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or on account of any action or omission by the said Contractor or his employees, or from any claim or amounts arising or recovered under the Workmen's Compensation Laws or any Law, By-law, Ordinance Regulation, Order or Decree. Contractor shall carry Workmen's Compensation, Public Liability and Property Damage Insurance and shall furnish satisfactory evidence to the Contracting Officer that the liability referred to is \$100,000.00 or more and the Contractor or person employed by him are not employees of the Federal Government and in the event of injury or death on the job, neither the Contractor nor any such person comes within the purview of the Federal Compensation Act.</p> <p><b>MINIMUM WAGE:</b> In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6 (e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.</p> <p><b>SELF EMPLOYED CONTRACTOR:</b> Service Contract Act and Minimum wage under the Fair Labor Standards Act are not applicable.</p> <p><b>SERVICE CONTRACT ACT OF 1965 (July 1971):</b> is furnished as an enclosure. The Service Contract act is applicable to such persons hired or employees of the Contractor, and the wages must be paid in accordance with PS Form 7382 (July 1971) Enclosed herewith, is Wage Determination No. _____ Dated _____</p> <p><b>LAWS AND ORDINANCES:</b> Contractor shall comply with all laws, ordinances, and regulations covering the work of this nature.</p> |          |      |            |        |



| U.S. POSTAL SERVICE           |   | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
|-------------------------------|---|--------------------------------|------|------------|--------|
| CONTINUATION SHEET            |   | 72-110                         |      | 11         | 12     |
| NAME OF OFFEROR OR CONTRACTOR |   |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES   | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p><b>CANCELLATION OPTION:</b> This contract may be terminated by either Postmaster or the Contractor upon written notification ten (10) days in advance of effective date. Termination will become effective at the end of the current bi-weekly period or any mutually agreed subsequent period. Termination shall be written liability to either the U.S. Postal Service or the Contractor.</p> <p><b>INSURANCE:</b> The Contractor to whom contract is awarded must carry sufficient insurance covering himself and any person or persons in his employ during performance of this contract to indemnify and save harmless the United States Government and/or any of its agents from any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of the performance of this contract.</p> <p><b>MOVING MATERIALS:</b> If it becomes necessary at any time during the execution of the work to move his materials or equipment which has been temporarily placed, the contractor shall, when so directed by the Postmaster, move or cause them to be moved without additional charge.</p> <p><b>ADVERTISING OF AWARD:</b> The contractor agrees not to refer to awards in connection with commercial advertising.</p> <p><b>CONTRACTING OFFICER:</b> The term "Contracting Officer" as referred to in this bid shall mean the office who executes the contract in behalf of the United States Government, and shall include his duly appointed successor, or his authorized representative.</p> <p>Any questions concerning this Solicitation or resulting contract should be in writing and directed to:</p> <p>RICHARD F. HUBBELL<br/>MANAGER, PROCUREMENT BRANCH<br/>ADMINISTRATION DIV.-CENTRAL REGION<br/>MAIN POST OFFICE BUILDING, ROOM 934<br/>CHICAGO, ILLINOIS 60699</p> <p><b>SEALED BID LABEL:</b></p> <p>Bidders are requested to attach Label 7377 Notice to bidder to any suitable envelope. It is the responsibility of each bidder to take all necessary precautions, including use of proper mailing cover, to ensure that his bid price cannot be ascertained by any one prior to bid opening.</p> |                                |      |            |        |



NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|--------|
|          | <p style="text-align: center;"><b>NOTICE TO VENDORS</b></p> <p>To insure compliance with Executive Order 11640 your signature on this bid indicates that you are certifying the statement below:</p> <p style="text-align: center;"><b>STABILIZATION OF THE ECONOMY</b></p> <p><b>1. PRICE CERTIFICATION</b></p> <p>(a) By submission of this bid (offer), bidder (offeror) certifies that he is in compliance and will continue to comply with the requirements of Executive Order 11640, January 26, 1972, for the duration thereof and further certifies that the prices bid (offered) herein conform to the requirements of the said Executive Order, or shall be reduced accordingly at the time of any billings that are made during the effective period of the said Executive Order.</p> <p>(b) Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification of the Contractor that the amounts invoice or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with the said Executive Order.</p> <p>(c) The contractor agrees to insert the substance of this clause, including this paragraph (c) in all subcontracts.</p> <p style="text-align: center;"><b>NOTICE TO CONTRACTORS</b></p> <p>Reference is made to your Order No.(s) . You are hereby notified of your following obligations under Executive Order 11640, January 26, 1972: Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification by the Contractor that the amounts invoiced or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with said Executive Order.</p> <p><u>EFFECTIVE FOR EACH SOLICITATION OR CONTRACT AWARD WHICH EXCEEDS \$5,000.00</u></p> <p><u>Notice of Maximum Permissible Escalation in Wage and Price Standards.</u> Bidders are advised of standards established under Executive Orders 11615, 11627 and 11640 setting maximum permissible percentages of escalation in wage rates and price increases. Such standards call for wage rate increases of no more than 5.5% per annum unless specific exceptions have been granted by the Pay Board. The price standard established by the Price Commission has the objective of holding economy-wide price increases to 2.5% per annum (3% per annum in the case of small business firms). To achieve this target firms are allowed to increase prices to reflect allowable costs incurred since the last price increase or since January 1, 1971, whichever was later, and such costs as firms are continuing to incur, adjusted to reflect productivity gains. These price increases may not result in profit margins on sales which exceed the firm's profit margins for the highest 2 of the last 3 fiscal years ending before August 15, 1971. Average productivity gains are, estimated to be 3% of higher for the economy annually for 1972 and 1973.</p> |          |      |            |        |



## SOLICITATION OFFER, AND AWARD

1 12

|  |  |   |                       |
|--|--|---|-----------------------|
| 1. CONTRACT (Proc. Inst. Ident.) NO.   | 2. SOLICITATION NO. <b>72-110</b><br><input checked="" type="checkbox"/> ADVERTISED (IFB) <input type="checkbox"/> NEGOTIATED PURSUANT TO PCM 3- (RFP) | 3. DATE ISSUED<br><b>May 18, 1972</b>                                 | 4. REQUISITION/PR NO. |
| 5. ISSUED BY <b>Richard F. Hubbell, Manager</b><br><b>Procurement Branch, Central Region RM 934</b><br><b>Main Post Office, 433 W. Van Buren St.</b><br><b>Chicago, Illinois 60699</b> |  | 6. ADDRESS OFFER TO (If other than Block 5)<br><b>SAME AS BLOCK 5</b> |                       |

## SOLICITATION

7. Sealed offers in original and 3 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 6, OR IF HAND-CARRIED, IN THE DEPOSITORY LOCATED IN **Room 934, Main Post Office, Chicago, IL 60699** until **2:00 PM Local Time June 5, 1972**. If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION-LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.  
(Date and Local Time at the Place of Bid opening.)  
All offers are subject to the following:  
1. The General Provisions, PS 7332, **July 71** edition, which is attached or incorporated herein by reference.  
2. The Schedule included below and/or attached hereto.  
3. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls.): **Irene Cooke (312)-353-2120**

## SCHEDULE

| 8.<br>ITEM NO.    | 9.<br>SUPPLIES/SERVICES   | 10.<br>QUANTITY | 11.<br>UNIT | 12.<br>UNIT PRICE | 13.<br>AMOUNT |
|-------------------|---|-----------------|-------------|-------------------|---------------|
|                   | REMOVAL OF RUBBISH FROM THE SOUTH SUBURBAN POSTAL FACILITIES 7401 SOUTH CICERO AVE., CHICAGO, ILLINOIS 60499, FOR FISCAL YEAR 1973, JULY 1, 1972 THROUGH JUNE 30, 1973. |                 |             |                   |               |
| SEE PAGE 8 SCOPE: |   |                 |             |                   |               |

## OFFER

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

|  |               |   |                |      |
|--|---------------|---|----------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION FOR OFFERS AND RELATED DOCUMENTS NUMBERED AND DATED AS FOLLOWS:   | AMENDMENT NO. | DATE  | AMENDMENT NO.  | DATE |
| 15. DISCOUNT FOR PROMPT PAYMENT (See Par. 9, Page 2)<br>_____ % 20 CALENDAR DAYS; _____ % 30 CALENDAR DAYS; _____ % _____ CALENDAR DAYS.   |               |   |                |      |
| 16. OFFEROR<br>NAME & ADDRESS<br>(Street, city, county, state, & ZIP Code)<br><br>Area Code and Telephone No.:<br><br><input type="checkbox"/> Check If Remittance Address Is Different From Above—Enter Such Address In Schedule. |               | 17. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) |                |      |
|  |               | 18. SIGNATURE   | 19. OFFER DATE |      |

## AWARD (To Be Completed By U.S. Postal Service)

|   |   |  |  |
|---|---|--|--|
| 20. ACCEPTED AS TO ITEMS NUMBERED   | 21. AMOUNT  | 22. ACCOUNTING AND FISCAL DATA<br><b>SIZE BUSINESS (R)</b> ACCOUNT NO.<br><b>TYPE OF PURCHASE (2) CAG</b> FINANCE NO. <b>16-1544</b> |  |
| 23. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____ | 24. PAYMENT WILL BE MADE BY <b>DIRECTOR</b><br><b>POSTAL DATA CENTER, MAIN POST OFFICE</b><br><b>BOX 63, MINNEAPOLIS, MINNESOTA 55470</b><br><b>ATTN: MISCELLANEOUS DISBURSEMENTS SECTION</b> |  |  |
| 25. ADMINISTERED BY<br>(If other than block 5)  | 27. UNITED STATES POSTAL SERVICE<br>BY: _____<br>(Signature of Contracting Officer)   |  |  |
| 26. NAME OF CONTRACTING OFFICER (Type or Print)   | 28. AWARD DATE  |  |  |

NOTE:—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Award will be made on this form, or by other official written notice.



## SOLICITATION INSTRUCTIONS AND CONDITIONS

### 1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

### 2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

**3. EXPLANATION TO OFFERORS.** Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

**4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.** Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of this Form, or (c) by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

### 5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Postal Service, at no expense to the Postal Service. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

**6. FAILURE TO SUBMIT OFFER.** If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

### 7. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

(b) If this solicitation is negotiated, offers may be modified by written or telegraphic notice received prior to the hour and date specified for receipt of offers or withdrawn by such notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award. (However, see par. 8(b)).

**8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS.** (This paragraph applies to all advertised solicitations, unless otherwise provided.)

(a) Offers and modifications of offers or withdrawals thereof, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Postal Service will be considered at any time it is received and may thereafter be accepted.

(This paragraph applies to all negotiated solicitations)

(b) Offers and modifications of offers (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless consideration thereof is determined by the head of the procurement activity to be in the best interests of the Postal Service.

**9. DISCOUNTS.** (a) Notwithstanding the fact that blanks are provided therefor, prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Postal Service, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Postal Service check.

**10. AWARD OF CONTRACT.** (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Postal Service, price and other factors considered.

(b) The Postal Service reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Postal Service may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. WHEN SPECIFIED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED. THE POSTAL SERVICE RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Postal Service may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Postal Service prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Postal Service.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Postal Service may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Postal Service.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

(i) To be considered eligible for award, an offeror must be regularly engaged in providing the supplies, or equipment described in the solicitation, and meet the criteria for "manufacturer", or "regular dealer", set forth in Postal Contracting Manual 12-603.1 and 12-603.2, respectively, and must, in the opinion of the Contracting Officer, meet the minimum standards set forth in Section 1, Part 9 of the Postal Contracting Manual and such additional standards as specified in the solicitation.

**11. POSTAL-FURNISHED PROPERTY.** No material, labor, or facilities will be furnished by the Postal Service unless otherwise provided for in the solicitation.

**12. LABOR INFORMATION.** General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

**13. SELLER'S INVOICES.** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

**14. ORDER OF PRECEDENCE.** In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.



## SOLICITATION OFFER, AND AWARD

1 12

|  |   |  |                       |
|--|---|--|-----------------------|
| 1. CONTRACT (Proc. Inst. Ident.) NO.   | 2. SOLICITATION NO. 72-110<br><input checked="" type="checkbox"/> ADVERTISED (IFB) <input type="checkbox"/> NEGOTIATED PURSUANT TO PCM 3- (RFP) | 3. DATE ISSUED<br>May 18, 1972                                 | 4. REQUISITION/PR NO. |
| 5. ISSUED BY Richard F. Hubbell, Manager<br>Procurement Branch, Central Region RM 934<br>Main Post Office, 433 W. Van Buren St.<br>Chicago, Illinois 60699 |   | 6. ADDRESS OFFER TO (If other than Block 5)<br>SAME AS BLOCK 5 |                       |

## SOLICITATION

7. Sealed offers in original and 3 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 6, OR IF HAND-CARRIED, IN THE DEPOSITORY LOCATED IN Room 934, Main Post Office, Chicago, IL 60699 until 2:00 PM Local Time June 5, 1972. If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.
- All offers are subject to the following:
1. The General Provisions, PS 7332, July 71 edition, which is attached or incorporated herein by reference.
  2. The Schedule included below and/or attached hereto.
  3. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls.): Irene Cooke (312)-353-2120

## SCHEDULE

| 8.<br>ITEM NO.    | 9.<br>SUPPLIES/SERVICES   | 10.<br>QUANTITY | 11.<br>UNIT | 12.<br>UNIT PRICE | 13.<br>AMOUNT |
|-------------------|---|-----------------|-------------|-------------------|---------------|
|                   | REMOVAL OF RUBBISH FROM THE SOUTH SUBURBAN POSTAL FACILITIES 7401 SOUTH CICERO AVE., CHICAGO, ILLINOIS 60499, FOR FISCAL YEAR 1973, JULY 1, 1972 THROUGH JUNE 30, 1973. |                 |             |                   |               |
| SEE PAGE 8 SCOPE: |   |                 |             |                   |               |

## OFFER

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

| 14. ACKNOWLEDGMENT OF AMENDMENTS   | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|--|---------------|------|---------------|------|
| THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION FOR OFFERS AND RELATED DOCUMENTS NUMBERED AND DATED AS FOLLOWS: |               |      |               |      |

## 15. DISCOUNT FOR PROMPT PAYMENT (See Par. 9, Page 2)

\_\_\_\_\_ % 20 CALENDAR DAYS; \_\_\_\_\_ % 30 CALENDAR DAYS; \_\_\_\_\_ % \_\_\_\_\_ CALENDAR DAYS.

|  |   |
|--|---|
| 16. OFFEROR<br>NAME & ADDRESS<br><br>(Street, city,<br>county, state,<br>& ZIP Code)<br><br>Area Code and Telephone No.:<br><br><input type="checkbox"/> Check If Remittance Address Is Different From Above—Enter Such Address In Schedule. | 17. NAME AND TITLE OF PERSON AUTHORIZED<br>TO SIGN OFFER (Type or Print)<br><br>18. SIGNATURE<br><br>19. OFFER DATE |
|--|---|

## AWARD (To Be Completed By U.S. Postal Service)

|   |   |   |
|---|---|---|
| 20. ACCEPTED AS TO ITEMS NUMBERED   | 21. AMOUNT  | 22. ACCOUNTING AND FISCAL DATA<br>SIZE BUSINESS (R) ACCOUNT NO.<br>TYPE OF PURCHASE (2) CAG FINANCE NO. 16-1544 |
| 23. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____ | 24. PAYMENT WILL BE MADE BY DIRECTOR<br>POSTAL DATA CENTER, MAIN POST OFFICE<br>BOX 63, MINNEAPOLIS, MINNESOTA 55470<br>ATTN: MISCELLANEOUS DISBURSEMENTS SECTION |   |
| 25. ADMINISTERED BY<br>(If other than block 5)  | 26. NAME OF CONTRACTING OFFICER (Type or Print)   | 27. UNITED STATES POSTAL SERVICE<br>BY: _____<br>(Signature of Contracting Officer)                             |
|   |   | 28. AWARD DATE  |

NOTE:—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Award will be made on this form, or by other official written notice.



## SOLICITATION INSTRUCTIONS AND CONDITIONS

### 1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

### 2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

**3. EXPLANATION TO OFFERORS.** Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

**4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.** Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of this Form, or (c) by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

### 5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Postal Service, at no expense to the Postal Service. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

**6. FAILURE TO SUBMIT OFFER.** If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

### 7. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

(b) If this solicitation is negotiated, offers may be modified by written or telegraphic notice received prior to the hour and date specified for receipt of offers or withdrawn by such notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award. (However, see par. 8(b)).

**8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS.** (This paragraph applies to all advertised solicitations, unless otherwise provided.)

(a) Offers and modifications of offers or withdrawals thereof, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Postal Service will be considered at any time it is received and may thereafter be accepted.

(This paragraph applies to all negotiated solicitations)

(b) Offers and modifications of offers (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless consideration thereof is determined by the head of the procurement activity to be in the best interests of the Postal Service.

**9. DISCOUNTS.** (a) Notwithstanding the fact that blanks are provided therefor, prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Postal Service, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Postal Service check.

**10. AWARD OF CONTRACT.** (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Postal Service, price and other factors considered.

(b) The Postal Service reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Postal Service may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. WHEN SPECIFIED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED. THE POSTAL SERVICE RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Postal Service may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Postal Service prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Postal Service.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Postal Service may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Postal Service.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

(i) To be considered eligible for award, an offeror must be regularly engaged in providing the supplies, or equipment described in the solicitation, and meet the criteria for "manufacturer", or "regular dealer", set forth in Postal Contracting Manual 12-603.1 and 12-603.2, respectively, and must, in the opinion of the Contracting Officer, meet the minimum standards set forth in Section 1, Part 9 of the Postal Contracting Manual and such additional standards as specified in the solicitation.

**11. POSTAL-FURNISHED PROPERTY.** No material, labor, or facilities will be furnished by the Postal Service unless otherwise provided for in the solicitation.

**12. LABOR INFORMATION.** General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

**13. SELLER'S INVOICES.** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

**14. ORDER OF PRECEDENCE.** In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.



# **U.S. POSTAL SERVICE REPRESENTATIONS AND CERTIFICATIONS**

NAME AND ADDRESS OF BIDDER(No., Street, City, State, and ZIP Code)

DATE OF BID

*In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."*

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

**1. CONTINGENT FEE**

(a) He ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the bidder responds in the affirmative, he shall furnish, in duplicate, a completed PS Form 7319, Contractor's Statement of Contingent or Other Fees and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed PS 7319 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

*(For interpretation of the representation, including the term "bona fide employee," see Postal Contracting Manual, subparagraph I-504.3.)*

**2. TYPE OF ORGANIZATION**

He operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☐ corporation, ☐ a nonprofit organization incorporated in State of \_\_\_\_\_

**3. INDEPENDENT PRICE DETERMINATION**

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices of this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2)(i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

**4. EQUAL OPPORTUNITY**

*(CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)*

He ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐ has, ☐ has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts which are exempt from the clause.)*



## 5. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is it owned or controlled by a parent company as described below? ☐ Yes ☐ No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

|                        |  |
|------------------------|--|
| NAME OF PARENT COMPANY | MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code) |
|------------------------|--|

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

|                                      |                  |        |
|--------------------------------------|------------------|--------|
| EMPLOYER<br>IDENTIFICATION NUMBER OF | → PARENT COMPANY | BIDDER |
|--------------------------------------|------------------|--------|

## 6. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

FOR SUPPLY CONTRACTS ONLY, CHECK THE FOLLOWING:

## 7. REGULAR DEALER—MANUFACTURER (CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)

He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

## 8. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

|                       |                   |
|-----------------------|-------------------|
| EXCLUDED END PRODUCTS | COUNTRY OF ORIGIN |
|-----------------------|-------------------|

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.



## SERVICE CONTRACT ACT OF 1965

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (41 U.S.C. 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) *Compensation.* Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employee which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract, or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator, or his authorized representative, shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour).

(b) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor (29 CFR Subpart B, Part 4).

(c) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(e) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of

service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in section 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.  
Public Health Service, U.S. Department of Health, Education, and Welfare.  
Bureau of Mines, U.S. Department of the Interior.  
American National Standards Institute, Inc. (United States of America Standards Institute).  
National Fire Protection Association.  
American Society of Mechanical Engineers.  
American Society for Testing and Materials.  
American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street NW, Washington, DC 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, NY 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Puerto Rico).

(2) Middle Atlantic Region, Room 410, Penn Square Building, Juniper and Filbert Streets, Philadelphia, PA 19107. (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street NE., Suite 723, Atlanta, GA 30309 (Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lakes Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, IL 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Mid-Western Region, 1906 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, TX 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 36017, San Francisco, CA 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) *Records.* The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work the records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Divisions, U.S. Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages, and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those



classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Postal Service may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(h) *Subcontractors.* The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Prime Contractor."

(i) *Service employee.* As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semi-skilled, or skilled manual labor occupations; and any other employee, including a foreman or supervisor, in a position having trade, craft, or laboring experience as the paramount requirement; and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(j) *Contractor's report.* If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined as provided in paragraph (a) of this clause.

(k) *Regulations incorporated by reference.* All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Subpart C, Part 4, are hereby incorporated by reference in this contract.

(l) *Exemptions.* This clause shall not apply to the following:

(1) Any contract of the United States Postal Service for construction, alteration and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (49 Stat. 2036; 41 U.S.C. 35-45);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, and gas;

(6) Any employment contract providing for direct services to the Postal Service by an individual or individuals;

(7) Any contract with the Postal Service the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country; and

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor hereby finds necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business: (i) Contracts entered into by the Postal Service with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom.

(ii) Any contract entered into by the U.S. Postal Service with an individual owner-operator for mail service where it is not contemplated at the time the contract is made that such owner-operator will hire any service employee to perform the services under the contract except for short periods of vacation time or for unexpected contingencies or emergency situations such as illness or accident.

(m) *Special employees.* Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, the following employees may be employed in accordance with the following variations, tolerances and exemptions, which the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(i)(i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than \$20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531: *Provided, however,* That the amount of such credit may not exceed 80 cents per hour.



## 7 12

AMOUNT

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" in this Solicitation. The Certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the certification of Non-segregated Facilities will render his bid or offer non-responsive to the terms of solicitation involving awards of contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause.



| U.S. POSTAL SERVICE           |  | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
|-------------------------------|--|--------------------------------|------|------------|--------|
| CONTINUATION SHEET            |  | 72-110                         |      | 8          | 12     |
| NAME OF OFFEROR OR CONTRACTOR |  |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES  | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p><u>SCOPE:</u></p> <p>Removal of Rubbish &amp; Garbage during Fiscal Year beginning July 1, 1972 through June 30, 1973, as directed by the Operations Manager, South Suburban Postal Facility, 7401 South Cicero Ave., Chicago, Illinois 60499.</p> <p>Rubbish &amp; Garbage are to be called for &amp; removed in such quantities, in such manner at such time, as may be direct by the Operations Manager, Service on Sundays &amp; legal Holidays will not be required or permitted.</p> <p><u>REMOVED OF COMPACTED RUBBISH:</u><br/>Yearly Estimate is 3880 Cubic Yards</p> <p>COST PER LOAD OF 30 CUBIC YARD COMPACTED</p> <p style="text-align: right;">per Load</p> <p><u>REMOVAL OF NON-COMPACTED RUBBISH:</u><br/>Yearly Estimate is 8600 Cubic Yards</p> <p>COST PER CUBIC YARD NON-COMPACTED</p> <p style="text-align: right;">per Cubic Yard</p> <p>Award shall be made to the low qualified bidder on Item 1 and 2. separately, on an item to item basis.</p> <p style="text-align: center;"><u>GENERAL PROVISIONS AND SPECIFICATION</u></p> <p style="text-align: center;"><u>RUBBISH REMOVAL-COMPACTED</u></p> <p>1. Pickups of compacted loads are based on filling the 30 Cubic Yard Container to capacity.</p> <p>(a) Only full loads of 30 Cubic Yards each are to be removed. When the need arises for removals, contractor will be contacted by the Operations Manager Office, and must respond within three hours of notification container is full and must be removed. Normal removals are to be made between 6:00 AM and 5:00 PM.</p> <p style="text-align: center;"><u>RUBBISH REMOVAL-NON-COMPACTED</u></p> <p>2. Non-compacted Rubbish is defines as: Scrap lumber, discarded belting wooden pallets, wooden boxes and crates, fibre drums, and other materials which cannot be efficiently compacted.</p> <p>3. Removal of rubbish shall be made daily, including Saturdays during hours governing the mailing activities in the rubbish accumulation area and at the direction of Operations Manager. Successful bidder can anticipate removal during day hours.</p> |                                |      |            |        |



## CONTINUATION SHEET

72-110

9

12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| 4.       | <p>Transfer of rubbish from containers to trucks by hand or human contact methods will not be permitted within the premises of the building. Contractor shall use equipment or provide suitable covers to prevent the dispersal of any rubbish while removing same.</p> <p><u>CONTRACTOR SHALL PROVIDE:</u></p> <p>Contractor shall furnish equipment as necessary and to work in conjunction with Post Office equipment listed below to provide a complete service for the removal of trash. The disposition of the removed trash to be the responsibility of the contractor. The contractor will provide additional equipment as a response to individual requests within two (2) hours of the call.</p> <ol style="list-style-type: none"> <li>1. Thirty cubic yard container to work in conjunction with Post Office owned two cubic yard Hercules Gallon fixed packer. Provide replacement container when removing full unit for disposal. Capacity of Compacter 2 cu. yds. at 25,000 lbs. force or compaction pressure 27.4 per square inch.</li> <li>2. As required, provide twenty and/or thirty yard container for the consolidation and removal of non-compactable material such as broken wooden skids, etc.</li> <li>3. Equipment furnished by contractor to be reasonably clean and leak proof, and vermin proof. Any charges for furnishing of any equipment by contractor shall be incorporated in the price per cubic yard of disposal.</li> </ol> <p>All equipment furnished by contractor shall remain as his property.</p> <ol style="list-style-type: none"> <li>4. No contract hereunder, nor any part thereof, may be made the subject of a subcontract without the written consent of the Contracting Officer.</li> <li>5. Bidders should examine conditions at the South Suburban Facility before submitting bids. Arrangements for visit to the site may be made by contacting the Operations Manager. Mr. Unzeitig (531-2653).</li> <li>6. Contractor shall not retain for resale or for any form of donations to the public for reading or any other purpose, any and all undeliverable mail, circulars, magazines, newspapers or any other periodical publications.</li> <li>7. Contractor or his employees shall adhere to all rules in force at subject Facility, and on reporting for removals. contractor and/or person employed by him shall contact or be contacted by representative of Operations Manager who will require him to sign log book showing amount of compacted and/or non-compacted material removed.</li> </ol> |          |      |            |        |



| U.S. POSTAL SERVICE           |  | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
|-------------------------------|--|--------------------------------|------|------------|--------|
| CONTINUATION SHEET            |  | 72-110                         |      | 10         | 12     |
| NAME OF OFFEROR OR CONTRACTOR |  |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES  | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p>The quantities shown in this Solicitation are the estimated requirements for the contract term. It is to be distinctly understood, however, that these are estimated only, and are given merely for the information of the prospective bidders. No obligation or restriction is hereby imposed upon the Postal Service to furnish the estimated quantities; however, the office issuing this Solicitation will use the services of the successful bidder for each item, requirements during stated contractor period at the prices quoted and accepted by award of contract. The successful bidder guarantees, by submission of his bid in response thereto, to provide the services that will be required by the Contracting Officer.</p> <p><b>SAVE HARMLESS CLAUSE:</b></p> <p>The Contractor shall save harmless the Government and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or on account of any action or omission by the said Contractor or his employees, or from any claim or amounts arising or recovered under the Workmen's Compensation Laws or any Law, By-law, Ordinance, Regulation, Order or Decree. Contractor shall carry Workmen's Compensation, Public Liability and Property Damage Insurance and shall furnish satisfactory evidence to the Contracting Officer that the liability referred to is \$100,000.00 or more and the Contractor or person employed by him are not employees of the Federal Government and in the event of injury or death on the job, neither the Contractor nor any such person comes within the purview of the Federal Compensation Act.</p> <p><b>MINIMUM WAGE:</b> In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6 (e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.</p> <p><b>SELF EMPLOYED CONTRACTOR:</b> Service Contract Act and Minimum wage under the Fair Labor Standards Act are not applicable.</p> <p><b>SERVICE CONTRACT ACT OF 1965 (July 1971):</b> is furnished as an enclosure. The Service Contract act is applicable to such persons hired or employees of the Contractor, and the wages must be paid in accordance with PS Form 7382 (July 1971) Enclosed herewith, is Wage Determination No. _____ Dated _____</p> <p><b>LAWS AND ORDINANCES:</b> Contractor shall comply with all laws, ordinances, and regulations covering the work of this nature.</p> |                                |      |            |        |



| U.S. POSTAL SERVICE<br>CONTINUATION SHEET |   | REF. NO. OF DOC. BEING CONT'D.<br>72-110 | PAGE<br>11 | OF<br>12   |
|---|---|--|------------|------------|
| NAME OF OFFEROR OR CONTRACTOR             |   |  |            |            |
| ITEM NO.                                  | SUPPLIES/SERVICES   | QUANTITY                                 | UNIT       | UNIT PRICE |
|   | <p><b>CANCELLATION OPTION:</b> This contract may be terminated by either Postmaster or the Contractor upon written notification ten (10) days in advance of effective date. Termination will become effective at the end of the current bi-weekly period or any mutually agreed subsequent period. Termination shall be written liability to either the U.S. Postal Service or the Contractor.</p> <p><b>INSURANCE:</b> The Contractor to whom contract is awarded must carry sufficient insurance covering himself and any person or persons in his employ during performance of this contract to indemnify and save harmless the United States Government and/or any of its agents from any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of the performance of this contract.</p> <p><b>MOVING MATERIALS:</b> If it becomes necessary at any time during the execution of the work to move his materials or equipment which has been temporarily placed, the contractor shall, when so directed by the Postmaster, move or cause them to be moved without additional charge.</p> <p><b>ADVERTISING OF AWARD:</b> The contractor agrees not to refer to awards in connection with commercial advertising.</p> <p><b>CONTRACTING OFFICER:</b> The term "Contracting Officer" as referred to in this bid shall mean the office who executes the contract in behalf of the United States Government, and shall include his duly appointed successor, or his authorized representative.</p> <p>Any questions concerning this Solicitation or resulting contract should be in writing and directed to:</p> <p>RICHARD F. HUBBELL<br/>MANAGER, PROCUREMENT BRANCH<br/>ADMINISTRATION DIV.-CENTRAL REGION<br/>MAIN POST OFFICE BUILDING, ROOM 934<br/>CHICAGO, ILLINOIS 60699</p> <p><b>SEALED BID LABEL:</b></p> <p>Bidders are requested to attach Label 7377 Notice to bidder to any suitable envelope. It is the responsibility of each bidder to take all necessary precautions, including use of proper mailing cover, to ensure that his bid price cannot be ascertained by any one prior to bid opening.</p> |  |            |            |



NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
|          | <p align="center"><b>NOTICE TO VENDORS</b></p> <p>To insure compliance with Executive Order 11640 your signature on this bid indicates that you are certifying the statement below:</p> <p align="center"><b>STABILIZATION OF THE ECONOMY</b></p> <p><b>1. PRICE CERTIFICATION</b></p> <p>(a) By submission of this bid (offer), bidder (offeror) certifies that he is in compliance and will continue to comply with the requirements of Executive Order 11640, January 26, 1972, for the duration thereof and further certifies that the prices bid (offered) herein conform to the requirements of the said Executive Order, or shall be reduced accordingly at the time of any billings that are made during the effective period of the said Executive Order.</p> <p>(b) Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification of the Contractor that the amounts invoice or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with the said Executive Order.</p> <p>(c) The contractor agrees to insert the substance of this clause, including this paragraph (c) in all subcontracts.</p> <p align="center"><b>NOTICE TO CONTRACTORS</b></p> <p>Reference is made to your Order No.(s) . You are hereby notified of your following obligations under Executive Order 11640, January 26, 1972: Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification by the Contractor that the amounts invoiced or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with said Executive Order.</p> <p><u>EFFECTIVE FOR EACH SOLICITATION OR CONTRACT AWARD WHICH EXCEEDS \$5,000.00</u></p> <p><u>Notice of Maximum Permissible Escalation in Wage and Price Standards.</u> Bidders are advised of standards established under Executive Orders 11615, 11627 and 11640 setting maximum permissible percentages of escalation in wage rates and price increases. Such standards call for wage rate increases of no more than 5.5% per annum unless specific exceptions have been granted by the Pay Board. The price standard established by the Price Commission has the objective of holding economy-wide price increases to 2.5% per annum (3% per annum in the case of small business firms). To achieve this target firms are allowed to increase prices to reflect allowable costs incurred since the last price increase or since January 1, 1971, whichever was later, and such costs as firms are continuing to incur, adjusted to reflect productivity gains. These price increases may not result in profit margins on sales which exceed the firm's profit margins for the highest 2 of the last 3 fiscal years ending before August 15, 1971. Average productivity gains are, estimated to be 3% of higher for the economy annually for 1972 and 1973.</p> |          |      |            |        |



## SOLICITATION, OFFER, AND AWARD

1 12

|  |  |   |                       |
|--|--|---|-----------------------|
| 1. CONTRACT (Proc. Inst. Ident.) NO.   | 2. SOLICITATION NO. <b>72-110</b><br><input checked="" type="checkbox"/> ADVERTISED (IFB) <input type="checkbox"/> NEGOTIATED PURSUANT TO PCM 3- (RFP) | 3. DATE ISSUED<br><b>May 18, 1972</b>                                 | 4. REQUISITION/PR NO. |
| 5. ISSUED BY <b>Richard F. Hubbell, Manager</b><br><b>Procurement Branch, Central Region RM 934</b><br><b>Main Post Office, 433 W. Van Buren St.</b><br><b>Chicago, Illinois 60699</b> |  | 6. ADDRESS OFFER TO (If other than Block 5)<br><b>SAME AS BLOCK 5</b> |                       |

## SOLICITATION

7. Sealed offers in original and 3 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 6, OR IF HAND-CARRIED, IN THE DEPOSITORY LOCATED IN **Room 934, Main Post Office, Chicago, IL 60699** until **2:00 PM Local Time June 5, 1972**. (Date and Local Time at the Place of Bid opening.) If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.
- All offers are subject to the following:
1. The General Provisions, PS 7332, **July 71** edition, which is attached or incorporated herein by reference.
  2. The Schedule included below and/or attached hereto.
  3. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls.): **Irene Cooke (312)-353-2120**

## SCHEDULE

| 8.<br>ITEM NO.    | 9.<br>SUPPLIES/SERVICES   | 10.<br>QUANTITY | 11.<br>UNIT | 12.<br>UNIT PRICE | 13.<br>AMOUNT |
|-------------------|---|-----------------|-------------|-------------------|---------------|
|                   | REMOVAL OF RUBBISH FROM THE SOUTH SUBURBAN POSTAL FACILITIES 7401 SOUTH CICERO AVE., CHICAGO, ILLINOIS 60499, FOR FISCAL YEAR 1973, JULY 1, 1972 THROUGH JUNE 30, 1973. |                 |             |                   |               |
| SEE PAGE 8 SCOPE: |   |                 |             |                   |               |

## OFFER

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

|  |               |      |   |                |
|--|---------------|------|---|----------------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION FOR OFFERS AND RELATED DOCUMENTS NUMBERED AND DATED AS FOLLOWS:   | AMENDMENT NO. | DATE | AMENDMENT NO.   | DATE           |
| 15. DISCOUNT FOR PROMPT PAYMENT (See Par. 9, Page 2)<br>_____ % 20 CALENDAR DAYS; _____ % 30 CALENDAR DAYS; _____ % _____ CALENDAR DAYS.   |               |      |   |                |
| 16. OFFEROR<br>NAME & ADDRESS<br>(Street, city, county, state, & ZIP Code)<br><br>Area Code and Telephone No.:<br><br><input type="checkbox"/> Check If Remittance Address Is Different From Above—Enter Such Address In Schedule. |               |      | 17. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) |                |
|  |               |      | 18. SIGNATURE   | 19. OFFER DATE |

## AWARD (To Be Completed By U.S. Postal Service)

|   |   |  |
|---|---|--|
| 20. ACCEPTED AS TO ITEMS NUMBERED   | 21. AMOUNT  | 22. ACCOUNTING AND FISCAL DATA<br><b>SIZE BUSINESS (R)</b> ACCOUNT NO.<br><b>TYPE OF PURCHASE (2) CAG</b> FINANCE NO. <b>16-1544</b> |
| 23. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____ | 24. PAYMENT WILL BE MADE BY <b>DIRECTOR</b><br><b>POSTAL DATA CENTER, MAIN POST OFFICE</b><br><b>BOX 63, MINNEAPOLIS, MINNESOTA 55470</b><br><b>ATTN: MISCELLANEOUS DISBURSEMENTS SECTION</b> |  |
| 25. ADMINISTERED BY<br>(If other than block 5)  |   |  |
| 26. NAME OF CONTRACTING OFFICER (Type or Print)   | 27. UNITED STATES POSTAL SERVICE<br>BY: _____<br>(Signature of Contracting Officer)   | 28. AWARD DATE   |

NOTE:—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Award will be made on this form, or by other official written notice.



## SOLICITATION INSTRUCTIONS AND CONDITIONS

### 1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

### 2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

**3. EXPLANATION TO OFFERORS.** Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

**4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.** Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of this Form, or (c) by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

### 5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Postal Service, at no expense to the Postal Service. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

**6. FAILURE TO SUBMIT OFFER.** If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

### 7. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

(b) If this solicitation is negotiated, offers may be modified by written or telegraphic notice received prior to the hour and date specified for receipt of offers or withdrawn by such notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award. (However, see par. 8(b)).

**8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS.** (This paragraph applies to all advertised solicitations, unless otherwise provided.)

(a) Offers and modifications of offers or withdrawals thereof, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Postal Service will be considered at any time it is received and may thereafter be accepted.

(This paragraph applies to all negotiated solicitations)

(b) Offers and modifications of offers (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless consideration thereof is determined by the head of the procurement activity to be in the best interests of the Postal Service.

**9. DISCOUNTS.** (a) Notwithstanding the fact that blanks are provided therefor, prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Postal Service, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Postal Service check.

**10. AWARD OF CONTRACT.** (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Postal Service, price and other factors considered.

(b) The Postal Service reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Postal Service may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. WHEN SPECIFIED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED. THE POSTAL SERVICE RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Postal Service may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Postal Service prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Postal Service.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Postal Service may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Postal Service.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

(i) To be considered eligible for award, an offeror must be regularly engaged in providing the supplies, or equipment described in the solicitation, and meet the criteria for "manufacturer", or "regular dealer", set forth in Postal Contracting Manual 12-603.1 and 12-603.2, respectively, and must, in the opinion of the Contracting Officer, meet the minimum standards set forth in Section 1, Part 9 of the Postal Contracting Manual and such additional standards as specified in the solicitation.

**11. POSTAL-FURNISHED PROPERTY.** No material, labor, or facilities will be furnished by the Postal Service unless otherwise provided for in the solicitation.

**12. LABOR INFORMATION.** General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

**13. SELLER'S INVOICES.** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

**14. ORDER OF PRECEDENCE.** In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.



## U.S. POSTAL SERVICE REPRESENTATIONS AND CERTIFICATIONS

NAME AND ADDRESS OF BIDDER(No., Street, City, State, and ZIP Code)

DATE OF BID

*In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."*

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

**1. CONTINGENT FEE**

(a) He ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the bidder responds in the affirmative, he shall furnish, in duplicate, a completed PS Form 7319, Contractor's Statement of Contingent or Other Fees and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed PS 7319 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

*(For interpretation of the representation, including the term "bona fide employee," see Postal Contracting Manual, subparagraph 1-504.3.)*

**2. TYPE OF ORGANIZATION**

He operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☐ corporation, ☐ a nonprofit organization incorporated in State of \_\_\_\_\_

**3. INDEPENDENT PRICE DETERMINATION**

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices of this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2)(i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

**4. EQUAL OPPORTUNITY**

*(CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)*

He ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐ has, ☐ has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts which are exempt from the clause.)*



## 5. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is it owned or controlled by a parent company as described below? ☐ Yes ☐ No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

|                        |  |
|------------------------|--|
| NAME OF PARENT COMPANY | MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code) |
|------------------------|--|

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

|                                      |                  |        |
|--------------------------------------|------------------|--------|
| EMPLOYER<br>IDENTIFICATION NUMBER OF | → PARENT COMPANY | BIDDER |
|--------------------------------------|------------------|--------|

## 6. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

FOR SUPPLY CONTRACTS ONLY, CHECK THE FOLLOWING:

## 7. REGULAR DEALER-MANUFACTURER (CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)

He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

## 8. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

|                       |                   |
|-----------------------|-------------------|
| EXCLUDED END PRODUCTS | COUNTRY OF ORIGIN |
|-----------------------|-------------------|

NOTE.-Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.



## SERVICE CONTRACT ACT OF 1965

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (41 U.S.C. 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) *Compensation.* Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employee which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract, or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator, or his authorized representative, shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour).

(b) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor (29 CFR Subpart B, Part 4).

(c) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(e) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of

service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in section 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.  
Public Health Service, U.S. Department of Health, Education, and Welfare.  
Bureau of Mines, U.S. Department of the Interior.  
American National Standards Institute, Inc. (United States of America Standards Institute).  
National Fire Protection Association.  
American Society of Mechanical Engineers.  
American Society for Testing and Materials.  
American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street NW, Washington, DC 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, NY 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Puerto Rico).

(2) Middle Atlantic Region, Room 410, Penn Square Building, Juniper and Filbert Streets, Philadelphia, PA 19107. (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street NE., Suite 723, Atlanta, GA 30309 (Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lakes Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, IL 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Mid-Western Region, 1906 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, TX 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 36017, San Francisco, CA 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) *Records.* The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work the records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Divisions, U.S. Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages, and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those



classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Postal Service may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(h) *Subcontractors.* The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Prime Contractor."

(i) *Service employee.* As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semi-skilled, or skilled manual labor occupations; and any other employee, including a foreman or supervisor, in a position having trade, craft, or laboring experience as the paramount requirement; and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(j) *Contractor's report.* If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined as provided in paragraph (a) of this clause.

(k) *Regulations incorporated by reference.* All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Subpart C, Part 4, are hereby incorporated by reference in this contract.

(l) *Exemptions.* This clause shall not apply to the following:

(1) Any contract of the United States Postal Service for construction, alteration and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (49 Stat. 2036; 41 U.S.C. 35-45);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, and gas;

(6) Any employment contract providing for direct services to the Postal Service by an individual or individuals;

(7) Any contract with the Postal Service the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country; and

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor hereby finds necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business: (i) Contracts entered into by the Postal Service with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom.

(ii) Any contract entered into by the U.S. Postal Service with an individual owner-operator for mail service where it is not contemplated at the time the contract is made that such owner-operator will hire any service employee to perform the services under the contract except for short periods of vacation time or for unexpected contingencies or emergency situations such as illness or accident.

(m) *Special employees.* Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, the following employees may be employed in accordance with the following variations, tolerances and exemptions, which the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(i)(i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than \$20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531: *Provided, however,* That the amount of such credit may not exceed 80 cents per hour.



## CONTINUATION SHEET

72-110

7

12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO.   | SUPPLIES/SERVICES    | QUANTITY                   | UNIT | UNIT PRICE | AMOUNT |
|--|----------------------|----------------------------|------|------------|--------|
| DATE   | ISSUED: May 18, 1972 | OPENING DATE: June 5, 1972 |      |            |        |
| <p>This Solicitation consists of PS Form 7333, PS Form 7319B, PS Form 7336, PS Form 7332 (All Forms July 1971 Edition) and Schedules, Drawing, Specifications and other terms and conditions referenced herein. By signing PS Form 7333 offeror specifically agrees to all applicable terms, conditions and provisions referenced in or set forth at length, and all pages of this Solicitation. Offeror further agrees by signing PS Form 7333 that failure to return any pages of this Solicitation will not relieve him from any obligations and responsibility to comply fully with all applicable terms, conditions, and provisions referenced in, or set forth at length, on all pages of the Solicitation and PS Form 7382 (July 1971 Edition); General Provisions for Services Contract: PS Form 7331 Dated July 1971 and Wage Determination No. _____ (If applicable).</p>                          |                      |                            |      |            |        |
| NOTICE OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES   |                      |                            |      |            |        |
| <p>Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" in this Solicitation. The Certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the certification of Non-segregated Facilities will render his bid or offer non-responsive to the terms of solicitation involving awards of contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause.</p> |                      |                            |      |            |        |



## CONTINUATION SHEET

72-110

7

12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
|          | <p>DATE ISSUED: May 18, 1972</p> <p>OPENING DATE: June 5, 1972</p> <p>This Solicitation consists of PS Form 7333, PS Form 7319B, PS Form 7336, PS Form 7332 (All Forms July 1971 Edition) and Schedules, Drawing, Specifications and other terms and conditions referenced herein. By signing PS Form 7333 offeror specifically agrees to all applicable terms, conditions and provisions referenced in or set forth at length, and all pages of this Solicitation. Offeror further agrees by signing PS Form 7333 that failure to return any pages of this Solicitation will not relieve him from any obligations and responsibility to comply fully with all applicable terms, conditions, and provisions referenced in, or set forth at length, on all pages of the Solicitation and PS Form 7382 (July 1971 Edition); General Provisions for Services Contract: PS Form 7331 Dated July 1971 and Wage Determination No. _____ (If applicable).</p> <p>NOTICE OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES</p> <p>Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" in this Solicitation. The Certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the certification of Non-segregated Facilities will render his bid or offer non-responsive to the terms of solicitation involving awards of contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause.</p> |          |      |            |        |



| U.S. POSTAL SERVICE           |  | REF. NO. <u>OF</u> DOC. BEING CONT'D. |      | PAGE       | OF     |
|-------------------------------|--|---------------------------------------|------|------------|--------|
| CONTINUATION SHEET            |  | 72-1170                               |      | 8          | 12     |
| NAME OF OFFEROR OR CONTRACTOR |  |                                       |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES  | QUANTITY                              | UNIT | UNIT PRICE | AMOUNT |
|                               | <p><u>SCOPE:</u></p> <p>Removal of Rubbish &amp; Garbage during Fiscal Year beginning July 1, 1972 through June 30, 1973, as directed by the Operations Manager, South Suburban Postal Facility, 7401 South Cicero Ave., Chicago, Illinois 60499.</p> <p>Rubbish &amp; Garbage are to be called for &amp; removed in such quantities, in such manner at such time, as may be direct by the Operations Manager, Service on Sundays &amp; legal Holidays will not be required or permitted.</p> <p><u>REMOVED OF COMPACTED RUBBISH:</u><br/>Yearly Estimate is 3880 Cubic Yards</p> <p>COST PER LOAD OF 30 CUBIC YARD COMPACTED</p> <p style="text-align: right;">per Load</p> <p><u>REMOVAL OF NON-COMPACTED RUBBISH:</u><br/>Yearly Estimate is 8600 Cubic Yards</p> <p>COST PER CUBIC YARD NON-COMPACTED</p> <p style="text-align: right;">per Cubic Yard</p> <p>Award shall be made to the low qualified bidder on Item 1 and 2. separately, on an item to item basis.</p> <p style="text-align: center;"><u>GENERAL PROVISIONS AND SPECIFICATION</u></p> <p style="text-align: center;"><u>RUBBISH REMOVAL-COMPACTED</u></p> <p>1. Pickups of compacted loads are based on filling the 30 Cubic Yard Container to capacity.</p> <p>(a) Only full loads of 30 Cubic Yards each are to be removed. When the need arises for removals, contractor will be contacted by the Operations Manager Office, and must respond within three hours of notification container is full and must be removed. Normal removals are to be made between 6:00 AM and 5:00 PM.</p> <p style="text-align: center;"><u>RUBBISH REMOVAL-NON-COMPACTED</u></p> <p>2. Non-compacted Rubbish is defines as: Scrap lumber, discarded belting wooden pallets, wooden boxes and crates, fibre drums, and other materials which cannot be efficiently compacted.</p> <p>3. Removal of rubbish shall be made daily, including Saturdays during hours governing the mailing activities in the rubbish accumulation area and at the direction of Operations Manager. Successful bidder can anticipate removal during day hours.</p> |                                       |      |            |        |



## CONTINUATION SHEET

72-110

9

12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| 4.       | <p>Transfer of rubbish from containers to trucks by hand or human contact methods will not be permitted within the premises of the building. Contractor shall use equipment or provide suitable covers to prevent the dispersal of any rubbish while removing same.</p> <p><u>CONTRACTOR SHALL PROVIDE:</u></p> <p>Contractor shall furnish equipment as necessary and to work in conjunction with Post Office equipment listed below to provide a complete service for the removal of trash. The disposition of the removed trash to be the responsibility of the contractor. The contractor will provide additional equipment as a response to individual requests within two (2) hours of the call.</p> <ol style="list-style-type: none"> <li>1. Thirty cubic yard container to work in conjunction with Post Office owned two cubic yard Hercules Galion fixed packer. Provide replacement container when removing full unit for disposal. Capacity of Compacter 2 cu. yds. at 25,000 lbs. force or compaction pressure 27.4 per square inch.</li> <li>2. As required, provide twenty and/or thirty yard container for the consolidation and removal of non-compactable material such as broken wooden skids, etc.</li> <li>3. Equipment furnished by contractor to be reasonably clean and leak proof, and vermin proof. Any charges for furnishing of any equipment by contractor shall be incorporated in the price per cubic yard of disposal.</li> </ol> <p>All equipment furnished by contractor shall remain as his property.</p> <ol style="list-style-type: none"> <li>4. No contract hereunder, nor any part thereof, may be made the subject of a subcontract without the written consent of the Contracting Officer.</li> <li>5. Bidders should examine conditions at the South Suburban Facility before submitting bids. Arrangements for visit to the site may be made by contacting the Operations Manager. Mr. Unzeitig (531-2653).</li> <li>6. Contractor shall not retain for resale or for any form of donations to the public for reading or any other purpose, any and all undeliverable mail, circulars, magazines, newspapers or any other periodical publications.</li> <li>7. Contractor or his employees shall adhere to all rules in force at subject Facility, and on reporting for removals. Contractor and/or person employed by him shall contact or be contacted by representative of Operations Manager who will require him to sign log book showing amount of compacted and/or non-compacted material removed.</li> </ol> |          |      |            |        |



U.S. POSTAL SERVICE  
CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D. PAGE OF  
72-110 10 12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
|          | <p>The quantities shown in this Solicitation are the estimated requirements for the contract term. It is to be distinctly understood, however, that these are estimated only, and are given merely for the information of the prospective bidders. No obligation or restriction is hereby imposed upon the Postal Service to furnish the estimated quantities; however, the office issuing this Solicitation will use the services of the successful bidder for each item, requirements during stated contractor period at the prices quoted and accepted by award of contract. The successful bidder guarantees, by submission of his bid in response thereto, to provide the services that will be required by the Contracting Officer.</p> <p><b>SAVE HARMLESS CLAUSE:</b></p> <p>The Contractor shall save harmless the Government and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or on account of any action or omission by the said Contractor or his employees, or from any claim or amounts arising or recovered under the Workmen's Compensation Laws or any Law, By-law, Ordinance Regulation, Order or Decree. Contractor shall carry Workmen's Compensation, Public Liability and Property Damage Insurance and shall furnish satisfactory evidence to the Contracting Officer that the liability referred to is \$100,000.00 or more and the Contractor or person employed by him are not employees of the Federal Government and in the event of injury or death on the job, neither the Contractor nor any such person comes within the purview of the Federal Compensation Act.</p> <p><b>MINIMUM WAGE:</b> In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6 (e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.</p> <p><b>SELF EMPLOYED CONTRACTOR:</b> Service Contract Act and Minimum wage under the Fair Labor Standards Act are not applicable.</p> <p><b>SERVICE CONTRACT ACT OF 1965 (July 1971):</b> is furnished as an enclosure. The Service Contract act is applicable to such persons hired or employees of the Contractor, and the wages must be paid in accordance with PS Form 7382 (July 1971) Enclosed herewith, is Wage Determination No. _____ Dated _____</p> <p><b>LAWS AND ORDINANCES:</b> Contractor shall comply with all laws, ordinances, and regulations covering the work of this nature.</p> |          |      |            |        |



|                               |   |                                |      |            |        |
|-------------------------------|---|--------------------------------|------|------------|--------|
| U.S. POSTAL SERVICE           |   | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
| CONTINUATION SHEET            |   | 72-110                         |      | 11         | 12     |
| NAME OF OFFEROR OR CONTRACTOR |   |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES   | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p><b>CANCELLATION OPTION:</b> This contract may be terminated by either Postmaster or the Contractor upon written notification ten (10) days in advance of effective date. Termination will become effective at the end of the current bi-weekly period or any mutually agreed subsequent period. Termination shall be written liability to either the U.S. Postal Service or the Contractor.</p> <p><b>INSURANCE:</b> The Contractor to whom contract is awarded must carry sufficient insurance covering himself and any person or persons in his employ during performance of this contract to indemnify and save harmless the United States Government and/or any of its agents from any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of the performance of this contract.</p> <p><b>MOVING MATERIALS:</b> If it becomes necessary at any time during the execution of the work to move his materials or equipment which has been temporarily placed, the contractor shall, when so directed by the Postmaster, move or cause them to be moved without additional charge.</p> <p><b>ADVERTISING OF AWARD:</b> The contractor agrees not to refer to awards in connection with commercial advertising.</p> <p><b>CONTRACTING OFFICER:</b> The term "Contracting Officer" as referred to in this bid shall mean the office who executes the contract in behalf of the United States Government, and shall include his duly appointed successor, or his authorized representative.</p> <p>Any questions concerning this Solicitation or resulting contract should be in writing and directed to:</p> <p>RICHARD F. HUBBELL<br/>MANAGER, PROCUREMENT BRANCH<br/>ADMINISTRATION DIV.-CENTRAL REGION<br/>MAIN POST OFFICE BUILDING, ROOM 934<br/>CHICAGO, ILLINOIS 60699</p> <p><b>SEALED BID LABEL:</b></p> <p>Bidders are requested to attach Label 7377 Notice to bidder to any suitable envelope. It is the responsibility of each bidder to take all necessary precautions, including use of proper mailing cover, to ensure that his bid price cannot be ascertained by any one prior to bid opening.</p> |                                |      |            |        |



NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
|          | <p align="center"><b>NOTICE TO VENDORS</b></p> <p>To insure compliance with Executive Order 11640 your signature on this bid indicates that you are certifying the statement below:</p> <p align="center"><b>STABILIZATION OF THE ECONOMY</b></p> <p><b>1. PRICE CERTIFICATION</b></p> <p>(a) By submission of this bid (offer), bidder (offeror) certifies that he is in compliance and will continue to comply with the requirements of Executive Order 11640, January 26, 1972, for the duration thereof and further certifies that the prices bid (offered) herein conform to the requirements of the said Executive Order, or shall be reduced accordingly at the time of any billings that are made during the effective period of the said Executive Order.</p> <p>(b) Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification of the Contractor that the amounts invoice or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with the said Executive Order.</p> <p>(c) The contractor agrees to insert the substance of this clause, including this paragraph (c) in all subcontracts.</p> <p align="center"><b>NOTICE TO CONTRACTORS</b></p> <p>Reference is made to your Order No.(s) . You are hereby notified of your following obligations under Executive Order 11640, January 26, 1972: Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification by the Contractor that the amounts invoiced or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with said Executive Order.</p> <p><u>EFFECTIVE FOR EACH SOLICITATION OR CONTRACT AWARD WHICH EXCEEDS \$5,000.00</u></p> <p><u>Notice of Maximum Permissible Escalation in Wage and Price Standards.</u> Bidders are advised of standards established under Executive Orders 11615, 11627 and 11640 setting maximum permissible percentages of escalation in wage rates and price increases. Such standards call for wage rate increases of no more than 5.5% per annum unless specific exceptions have been granted by the Pay Board. The price standard established by the Price Commission has the objective of holding economy-wide price increases to 2.5% per annum (3% per annum in the case of small business firms). To achieve this target firms are allowed to increase prices to reflect allowable costs incurred since the last price increase or since January 1, 1971, whichever was later, and such costs as firms are continuing to incur, adjusted to reflect productivity gains. These price increases may not result in profit margins on sales which exceed the firm's profit margins for the highest 2 of the last 3 fiscal years ending before August 15, 1971. Average productivity gains are, estimated to be 3% of higher for the economy annually for 1972 and 1973.</p> |          |      |            |        |



## SOLICITATION, OFFER, AND AWARD

1 12

1. CONTRACT (Proc. Inst. Ident.) NO.

2. SOLICITATION NO.

72-110

3. DATE ISSUED

May 18, 1972

4. REQUISITION/PR NO.

5. ISSUED BY **Richard F. Hubbell, Manager**  
**Procurement Branch, Central Region RM 934**  
**Main Post Office, 433 W. Van Buren St.**  
**Chicago, Illinois 60699**

6. ADDRESS OFFER TO (If other than Block 5)

SAME AS BLOCK 5

## SOLICITATION

7. Sealed offers in original and 3 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 6, OR IF HAND-CARRIED, IN THE DEPOSITARY LOCATED IN **Room 934, Main Post Office, Chicago, IL 60699** until **2:00 PM Local Time June 5, 1972**. (Date and Local Time at the Place of Bid opening.) If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION—LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:

1. The General Provisions, PS 7332, **July 71** edition, which is attached or incorporated herein by reference.

2. The Schedule included below and/or attached hereto.

3. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls.):

**Irene Cooke (312)-353-2120**

## SCHEDULE

| 8. ITEM NO.       | 9. SUPPLIES/SERVICES  | 10. QUANTITY | 11. UNIT | 12. UNIT PRICE | 13. AMOUNT |
|-------------------|---|--------------|----------|----------------|------------|
|                   | REMOVAL OF RUBBISH FROM THE SOUTH SUBURBAN POSTAL FACILITIES 7401 SOUTH CICERO AVE., CHICAGO, ILLINOIS 60499, FOR FISCAL YEAR 1973, JULY 1, 1972 THROUGH JUNE 30, 1973. |              |          |                |            |
| SEE PAGE 8 SCOPE: |   |              |          |                |            |

## OFFER

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

14. ACKNOWLEDGMENT OF AMENDMENTS  
THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION FOR OFFERS AND RELATED DOCUMENTS NUMBERED AND DATED AS FOLLOWS:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15. DISCOUNT FOR PROMPT PAYMENT (See Par. 9, Page 2)

\_\_\_\_\_ % 20 CALENDAR DAYS; \_\_\_\_\_ % 30 CALENDAR DAYS; \_\_\_\_\_ % \_\_\_\_\_ CALENDAR DAYS.

16. OFFEROR  
NAME & ADDRESS

(Street, city,  
county, state,  
& ZIP Code)

Area Code and Telephone No.:

☐ Check If Remittance Address Is Different From Above—Enter Such Address In Schedule.17. NAME AND TITLE OF PERSON AUTHORIZED  
TO SIGN OFFER (Type or Print)

18. SIGNATURE

19. OFFER DATE

## AWARD (To Be Completed By U.S. Postal Service)

20. ACCEPTED AS TO ITEMS NUMBERED

21. AMOUNT

22. ACCOUNTING AND FISCAL DATA

SIZE BUSINESS (R)

ACCOUNT NO.

TYPE OF PURCHASE (2)

CAG

FINANCE NO. 16-1544

23. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS  
SHOWN IN BLOCK \_\_\_\_\_

24. PAYMENT WILL BE MADE BY

DIRECTOR

POSTAL DATA CENTER, MAIN POST OFFICE

BOX 63, MINNEAPOLIS, MINNESOTA 55470

ATTN: MISCELLANEOUS DISBURSEMENTS SECTION

25. ADMINISTERED BY  
(If other than block 5)

26. NAME OF CONTRACTING OFFICER (Type or Print)

27. UNITED STATES POSTAL SERVICE

28. AWARD DATE

BY: \_\_\_\_\_  
(Signature of Contracting Officer)

NOTE:—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Award will be made on this form, or by other official written notice.



## SOLICITATION INSTRUCTIONS AND CONDITIONS

### 1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

### 2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

**3. EXPLANATION TO OFFERORS.** Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

**4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.** Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of this Form, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

### 5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Postal Service, at no expense to the Postal Service. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

**6. FAILURE TO SUBMIT OFFER.** If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

### 7. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

(b) If this solicitation is negotiated, offers may be modified by written or telegraphic notice received prior to the hour and date specified for receipt of offers or withdrawn by such notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award. (However, see par. 8(b)).

**8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS.** (This paragraph applies to all advertised solicitations, unless otherwise provided.)

(a) Offers and modifications of offers or withdrawals thereof, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Postal Service will be considered at any time it is received and may thereafter be accepted.

(This paragraph applies to all negotiated solicitations)

(b) Offers and modifications of offers (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless consideration thereof is determined by the head of the procurement activity to be in the best interests of the Postal Service.

**9. DISCOUNTS.** (a) Notwithstanding the fact that blanks are provided therefor, prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Postal Service, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Postal Service check.

**10. AWARD OF CONTRACT.** (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Postal Service, price and other factors considered.

(b) The Postal Service reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Postal Service may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. WHEN SPECIFIED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED. THE POSTAL SERVICE RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Postal Service may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Postal Service prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Postal Service.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Postal Service may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Postal Service.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

(i) To be considered eligible for award, an offeror must be regularly engaged in providing the supplies, or equipment described in the solicitation, and meet the criteria for "manufacturer", or "regular dealer", set forth in Postal Contracting Manual 12-603.1 and 12-603.2, respectively, and must, in the opinion of the Contracting Officer, meet the minimum standards set forth in Section 1, Part 9 of the Postal Contracting Manual and such additional standards as specified in the solicitation.

**11. POSTAL-FURNISHED PROPERTY.** No material, labor, or facilities will be furnished by the Postal Service unless otherwise provided for in the solicitation.

**12. LABOR INFORMATION.** General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

**13. SELLER'S INVOICES.** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

**14. ORDER OF PRECEDENCE.** In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.



## U.S. POSTAL SERVICE REPRESENTATIONS AND CERTIFICATIONS

NAME AND ADDRESS OF BIDDER(No., Street, City, State, and ZIP Code)

DATE OF BID

*In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."*

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

## 1. CONTINGENT FEE

(a) He ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the bidder responds in the affirmative, he shall furnish, in duplicate, a completed PS Form 7319, Contractor's Statement of Contingent or Other Fees and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed PS 7319 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

*(For interpretation of the representation, including the term "bona fide employee," see Postal Contracting Manual, subparagraph 1-504.3.)*

## 2. TYPE OF ORGANIZATION

He operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☐ corporation, ☐ a nonprofit organization incorporated in State of \_\_\_\_\_

## 3. INDEPENDENT PRICE DETERMINATION

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices of this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2)(i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

## 4. EQUAL OPPORTUNITY

*(CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)*

He ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐ has, ☐ has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts which are exempt from the clause.)*



## 5. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? ☐ Yes ☐ No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

|                        |  |
|------------------------|--|
| NAME OF PARENT COMPANY | MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code) |
|------------------------|--|

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

|                                      |                  |        |
|--------------------------------------|------------------|--------|
| EMPLOYER<br>IDENTIFICATION NUMBER OF | → PARENT COMPANY | BIDDER |
|--------------------------------------|------------------|--------|

## 6. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

FOR SUPPLY CONTRACTS ONLY, CHECK THE FOLLOWING:

## 7. REGULAR DEALER-MANUFACTURER (CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)

He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

## 8. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

|                       |                   |
|-----------------------|-------------------|
| EXCLUDED END PRODUCTS | COUNTRY OF ORIGIN |
|-----------------------|-------------------|

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.



## SERVICE CONTRACT ACT OF 1965

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (41 U.S.C. 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) *Compensation.* Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employee which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract, or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator, or his authorized representative, shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour).

(b) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor (29 CFR Subpart B, Part 4).

(c) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(e) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of

service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in section 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.  
Public Health Service, U.S. Department of Health, Education, and Welfare.

Bureau of Mines, U.S. Department of the Interior.

American National Standards Institute, Inc. (United States of America Standards Institute).

National Fire Protection Association.

American Society of Mechanical Engineers.

American Society for Testing and Materials.

American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street NW, Washington, DC 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, NY 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Puerto Rico).

(2) Middle Atlantic Region, Room 410, Penn Square Building, Juniper and Filbert Streets, Philadelphia, PA 19107. (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street NE., Suite 723, Atlanta, GA 30309 (Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lakes Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, IL 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Mid-Western Region, 1906 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, TX 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 36017, San Francisco, CA 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) *Records.* The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work the records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Divisions, U.S. Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages, and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those



classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Postal Service may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(h) *Subcontractors.* The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Prime Contractor."

(i) *Service employee.* As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semi-skilled, or skilled manual labor occupations; and any other employee, including a foreman or supervisor, in a position having trade, craft, or laboring experience as the paramount requirement; and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(j) *Contractor's report.* If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined as provided in paragraph (a) of this clause.

(k) *Regulations incorporated by reference.* All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Subpart C, Part 4, are hereby incorporated by reference in this contract.

(l) *Exemptions.* This clause shall not apply to the following:

(1) Any contract of the United States Postal Service for construction, alteration and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (49 Stat. 2036; 41 U.S.C. 35-45);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, and gas;

(6) Any employment contract providing for direct services to the Postal Service by an individual or individuals;

(7) Any contract with the Postal Service the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country; and

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor hereby finds necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business: (i) Contracts entered into by the Postal Service with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom.

(ii) Any contract entered into by the U.S. Postal Service with an individual owner-operator for mail service where it is not contemplated at the time the contract is made that such owner-operator will hire any service employee to perform the services under the contract except for short periods of vacation time or for unexpected contingencies or emergency situations such as illness or accident.

(m) *Special employees.* Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, the following employees may be employed in accordance with the following variations, tolerances and exemptions, which the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(i)(i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than \$20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531: *Provided, however,* That the amount of such credit may not exceed 80 cents per hour.



7 12

AMOUNT

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" in this Solicitation. The Certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the certification of Non-segregated Facilities will render his bid or offer non-responsive to the terms of solicitation involving awards of contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause.



| U.S. POSTAL SERVICE           |  | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
|-------------------------------|--|--------------------------------|------|------------|--------|
| CONTINUATION SHEET            |  | 72-110                         |      | 8          | 12     |
| NAME OF OFFEROR OR CONTRACTOR |  |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES  | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p><u>SCOPE:</u></p> <p>Removal of Rubbish &amp; Garbage during Fiscal Year beginning July 1, 1972 through June 30, 1973, as directed by the Operations Manager, South Suburban Postal Facility, 7401 South Cicero Ave., Chicago, Illinois 60499.</p> <p>Rubbish &amp; Garbage are to be called for &amp; removed in such quantities, in such manner at such time, as may be direct by the Operations Manager, Service on Sundays &amp; legal Holidays will not be required or permitted.</p> <p><u>REMOVED OF COMPACTED RUBBISH:</u><br/>Yearly Estimate is 3880 Cubic Yards</p> <p>COST PER LOAD OF 30 CUBIC YARD COMPACTED</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">per load</p> <p><u>REMOVAL OF NON-COMPACTED RUBBISH:</u><br/>Yearly Estimate is 8600 Cubic Yards</p> <p>COST PER CUBIC YARD NON-COMPACTED</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">per Cubic Yard</p> <p>Award shall be made to the low qualified bidder on Item 1 and 2. separately, on an item to item basis.</p> <p style="text-align: center;"><u>GENERAL PROVISIONS AND SPECIFICATION</u></p> <p style="text-align: center;"><u>RUBBISH REMOVAL-COMPACTED</u></p> <p>1. Pickups of compacted loads are based on filling the 30 Cubic Yard Container to capacity.</p> <p>(a) Only full loads of 30 Cubic Yards each are to be removed. When the need arises for removals, contractor will be contacted by the Operations Manager Office, and must respond within three hours of notification container is full and must be removed. Normal removals are to be made between 6:00 AM and 5:00 PM.</p> <p style="text-align: center;"><u>RUBBISH REMOVAL-NON-COMPACTED</u></p> <p>2. Non-compacted Rubbish is defines as: Scrap lumber, discarded belting wooden pallets, wooden boxes and crates, fibre drums, and other materials which cannot be efficiently compacted.</p> <p>3. Removal of rubbish shall be made daily, including Saturdays during hours governing the mailing activities in the rubbish accumulation area and at the direction of Operations Manager. Successful bidder can anticipate removal during day hours.</p> |                                |      |            |        |



| U.S. POSTAL SERVICE<br>CONTINUATION SHEET |   | REF. NO. OF DOC. BEING CONT'D.<br>72-110 |      | PAGE<br>9  | OF<br>12 |
|---|---|--|------|------------|----------|
| NAME OF OFFEROR OR CONTRACTOR             |   |  |      |            |          |
| ITEM NO.                                  | SUPPLIES/SERVICES   | QUANTITY                                 | UNIT | UNIT PRICE | AMOUNT   |
| 4.  | <p>Transfer of rubbish from containers to trucks by hand or human contact methods will not be permitted within the premises of the building. Contractor shall use equipment or provide suitable covers to prevent the dispersal of any rubbish while removing same.</p> <p><u>CONTRACTOR SHALL PROVIDE:</u></p> <p>Contractor shall furnish equipment as necessary and to work in conjunction with Post Office equipment listed below to provide a complete service for the removal of trash. The disposition of the removed trash to be the responsibility of the contractor. The contractor will provide additional equipment as a response to individual requests within two (2) hours of the call.</p> <ol style="list-style-type: none"> <li>1. Thirty cubic yard container to work in conjunction with Post Office owned two cubic yard Hercules Galion fixed packer. Provide replacement container when removing full unit for disposal. Capacity of Compacter 2 cu. yds. at 25,000 lbs. force or compaction pressure 27.4 per square inch.</li> <li>2. As required, provide twenty and/or thirty yard container for the consolidation and removal of non-compactable material such as broken wooden skids, etc.</li> <li>3. Equipment furnished by contractor to be reasonably clean and leak proof, and vermin proof. Any charges for furnishing of any equipment by contractor shall be incorporated in the price per cubic yard of disposal.</li> </ol> <p>All equipment furnished by contractor shall remain as his property.</p> <ol style="list-style-type: none"> <li>4. No contract hereunder, nor any part thereof, may be made the subject of a subcontract without the written consent of the Contracting Officer.</li> <li>5. Bidders should examine conditions at the South Suburban Facility before submitting bids. Arrangements for visit to the site may be made by contacting the Operations Manager. Mr. Unzeitig (531-2653).</li> <li>6. Contractor shall not retain for resale or for any form of donations to the public for reading or any other purpose, any and all undeliverable mail, circulars, magazines, newspapers or any other periodical publications.</li> <li>7. Contractor or his employees shall adhere to all rules in force at subject Facility, and on reporting for removals. contractor and/or person employed by him shall contact or be contacted by representative of Operations Manager who will require him to sign log book showing amount of compacted and/or non-compacted material removed.</li> </ol> |  |      |            |          |



U.S. POSTAL SERVICE  
CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D. PAGE OF  
72-110 10 12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
|          | <p>The quantities shown in this Solicitation are the estimated requirements for the contract term. It is to be distinctly understood, however, that these are estimated only, and are given merely for the information of the prospective bidders. No obligation or restriction is hereby imposed upon the Postal Service to furnish the estimated quantities; however, the office issuing this Solicitation will use the services of the successful bidder for each item, requirements during stated contractor period at the prices quoted and accepted by award of contract. The successful bidder guarantees, by submission of his bid in response thereto, to provide the services that will be required by the Contracting Officer.</p> <p><b>SAVE HARMLESS CLAUSE:</b></p> <p>The Contractor shall save harmless the Government and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or on account of any action or omission by the said Contractor or his employees, or from any claim or amounts arising or recovered under the Workmen's Compensation Laws or any Law, By-law, Ordinance Regulation, Order or Decree. Contractor shall carry Workmen's Compensation, Public Liability and Property Damage Insurance and shall furnish satisfactory evidence to the Contracting Officer that the liability referred to is \$100,000.00 or more and the Contractor or person employed by him are not employees of the Federal Government and in the event of injury or death on the job, neither the Contractor nor any such person comes within the purview of the Federal Compensation Act.</p> <p><b>MINIMUM WAGE:</b> In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6 (e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.</p> <p><b>SELF EMPLOYED CONTRACTOR:</b> Service Contract Act and Minimum wage under the Fair Labor Standards Act are not applicable.</p> <p><b>SERVICE CONTRACT ACT OF 1965 (July 1971):</b> is furnished as an enclosure. The Service Contract act is applicable to such persons hired or employees of the Contractor, and the wages must be paid in accordance with PS Form 7382 (July 1971) Enclosed herewith, is Wage Determination No. _____ Dated _____</p> <p><b>LAWS AND ORDINANCES:</b> Contractor shall comply with all laws, ordinances, and regulations covering the work of this nature.</p> |          |      |            |        |



|                               |   |                                |      |            |        |
|-------------------------------|---|--------------------------------|------|------------|--------|
| U.S. POSTAL SERVICE           |   | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
| CONTINUATION SHEET            |   | 72-110                         |      | 11         | 12     |
| NAME OF OFFEROR OR CONTRACTOR |   |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES   | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p><b>CANCELLATION OPTION:</b> This contract may be terminated by either Postmaster or the Contractor upon written notification ten (10) days in advance of effective date. Termination will become effective at the end of the current bi-weekly period or any mutually agreed subsequent period. Termination shall be written liability to either the U.S. Postal Service or the Contractor.</p> <p><b>INSURANCE:</b> The Contractor to whom contract is awarded must carry sufficient insurance covering himself and any person or persons in his employ during performance of this contract to indemnify and save harmless the United States Government and/or any of its agents from any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of the performance of this contract.</p> <p><b>MOVING MATERIALS:</b> If it becomes necessary at any time during the execution of the work to move his materials or equipment which has been temporarily placed, the contractor shall, when so directed by the Postmaster, move or cause them to be moved without additional charge.</p> <p><b>ADVERTISING OF AWARD:</b> The contractor agrees not to refer to awards in connection with commercial advertising.</p> <p><b>CONTRACTING OFFICER:</b> The term "Contracting Officer" as referred to in this bid shall mean the office who executes the contract in behalf of the United States Government, and shall include his duly appointed successor, or his authorized representative.</p> <p>Any questions concerning this Solicitation or resulting contract should be in writing and directed to:</p> <p>RICHARD F. HUBBELL<br/>MANAGER, PROCUREMENT BRANCH<br/>ADMINISTRATION DIV.-CENTRAL REGION<br/>MAIN POST OFFICE BUILDING, ROOM 934<br/>CHICAGO, ILLINOIS 60699</p> <p><b>SEALED BID LABEL:</b></p> <p>Bidders are requested to attach Label 7377 Notice to bidder to any suitable envelope. It is the responsibility of each bidder to take all necessary precautions, including use of proper mailing cover, to ensure that his bid price cannot be ascertained by any one prior to bid opening.</p> |                                |      |            |        |



NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
|          | <p align="center"><b>NOTICE TO VENDORS</b></p> <p>To insure compliance with Executive Order 11640 your signature on this bid indicates that you are certifying the statement below:</p> <p align="center"><b>STABILIZATION OF THE ECONOMY</b></p> <p><b>1. PRICE CERTIFICATION</b></p> <p>(a) By submission of this bid (offer), bidder (offeror) certifies that he is in compliance and will continue to comply with the requirements of Executive Order 11640, January 26, 1972, for the duration thereof and further certifies that the prices bid (offered) herein conform to the requirements of the said Executive Order, or shall be reduced accordingly at the time of any billings that are made during the effective period of the said Executive Order.</p> <p>(b) Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification of the Contractor that the amounts invoice or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with the said Executive Order.</p> <p>(c) The contractor agrees to insert the substance of this clause, including this paragraph (c) in all subcontracts.</p> <p align="center"><b>NOTICE TO CONTRACTORS</b></p> <p>Reference is made to your Order No.(s) . You are hereby notified of your following obligations under Executive Order 11640, January 26, 1972: Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification by the Contractor that the amounts invoiced or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with said Executive Order.</p> <p><u>EFFECTIVE FOR EACH SOLICITATION OR CONTRACT AWARD WHICH EXCEEDS \$5,000.00</u></p> <p><u>Notice of Maximum Permissible Escalation in Wage and Price Standards.</u> Bidders are advised of standards established under Executive Orders 11615, 11627 and 11640 setting maximum permissible percentages of escalation in wage rates and price increases. Such standards call for wage rate increases of no more than 5.5% per annum unless specific exceptions have been granted by the Pay Board. The price standard established by the Price Commission has the objective of holding economy-wide price increases to 2.5% per annum (3% per annum in the case of small business firms). To achieve this target firms are allowed to increase prices to reflect allowable costs incurred since the last price increase or since January 1, 1971, whichever was later, and such costs as firms are continuing to incur, adjusted to reflect productivity gains. These price increases may not result in profit margins on sales which exceed the firm's profit margins for the highest 2 of the last 3 fiscal years ending before August 15, 1971. Average productivity gains are, estimated to be 3% of higher for the economy annually for 1972 and 1973.</p> |          |      |            |        |



## SOLICITATION OFFER, AND AWARD

1 12

|  |  |   |                       |
|--|--|---|-----------------------|
| 1. CONTRACT (Proc. Inst. Ident.) NO.   | 2. SOLICITATION NO. <b>72-110</b><br><input checked="" type="checkbox"/> ADVERTISED (IFB) <input type="checkbox"/> NEGOTIATED PURSUANT TO PCM 3- (RFP) | 3. DATE ISSUED<br><b>May 18, 1972</b>                                 | 4. REQUISITION/PR NO. |
| 5. ISSUED BY <b>Richard F. Hubbell, Manager</b><br><b>Procurement Branch, Central Region RM 934</b><br><b>Main Post Office, 433 W. Van Buren St.</b><br><b>Chicago, Illinois 60699</b> |  | 6. ADDRESS OFFER TO (If other than Block 5)<br><b>SAME AS BLOCK 5</b> |                       |

## SOLICITATION

7. Sealed offers in original and 3 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in block 6, OR IF HAND-CARRIED, IN THE DEPOSITORY LOCATED IN **Room 934, Main Post Office, Chicago, IL 60699** until **2:00 PM Local Time June 5, 1972**. (Date and Local Time at the Place of Bid opening.) If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION-LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions.
- All offers are subject to the following:
1. The General Provisions, PS 7332, **July** edition, which is attached or incorporated herein by reference.
  2. The Schedule included below and/or attached hereto.
  3. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls.): **Irene Cooke (312)-353-2120**

## SCHEDULE

| 8.<br>ITEM NO.    | 9.<br>SUPPLIES/SERVICES   | 10.<br>QUANTITY | 11.<br>UNIT | 12.<br>UNIT PRICE | 13.<br>AMOUNT |
|-------------------|---|-----------------|-------------|-------------------|---------------|
|                   | REMOVAL OF RUBBISH FROM THE SOUTH SUBURBAN POSTAL FACILITIES 7401 SOUTH CICERO AVE., CHICAGO, ILLINOIS 60499, FOR FISCAL YEAR 1973, JULY 1, 1972 THROUGH JUNE 30, 1973. |                 |             |                   |               |
| SEE PAGE 8 SCOPE: |   |                 |             |                   |               |

## OFFER

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

|  |  |      |                |      |
|--|--|------|----------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>THE OFFEROR ACKNOWLEDGES RECEIPT OF AMENDMENTS TO THE SOLICITATION FOR OFFERS AND RELATED DOCUMENTS NUMBERED AND DATED AS FOLLOWS:   | AMENDMENT NO.  | DATE | AMENDMENT NO.  | DATE |
| 15. DISCOUNT FOR PROMPT PAYMENT (See Par. 9, Page 2)<br>_____ % 20 CALENDAR DAYS; _____ % 30 CALENDAR DAYS; _____ % _____ CALENDAR DAYS.   |  |      |                |      |
| 16. OFFEROR<br>NAME & ADDRESS<br><br>(Street, city,<br>county, state,<br>& ZIP Code)<br><br>Area Code and Telephone No.:<br><br><input type="checkbox"/> Check If Remittance Address Is Different From Above—Enter Such Address In Schedule. | 17. NAME AND TITLE OF PERSON AUTHORIZED<br>TO SIGN OFFER (Type or Print) |      |                |      |
|  | 18. SIGNATURE  |      | 19. OFFER DATE |      |

## AWARD (To Be Completed By U.S. Postal Service)

|   |   |   |
|---|---|---|
| 20. ACCEPTED AS TO ITEMS NUMBERED   | 21. AMOUNT  | 22. ACCOUNTING AND FISCAL DATA<br><b>SIZE BUSINESS (R)</b> ACCOUNT NO.<br><b>TYPE OF PURCHASE (2)</b> CAG FINANCE NO. 16-1544 |
| 23. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____ | 24. PAYMENT WILL BE MADE BY <b>DIRECTOR</b><br><b>POSTAL DATA CENTER, MAIN POST OFFICE</b><br><b>BOX 63, MINNEAPOLIS, MINNESOTA 55470</b><br><b>ATTN: MISCELLANEOUS DISBURSEMENTS SECTION</b> |   |
| 25. ADMINISTERED BY<br>(If other than block 5)  |   |   |
| 26. NAME OF CONTRACTING OFFICER (Type or Print)   | 27. UNITED STATES POSTAL SERVICE<br>BY: _____<br>(Signature of Contracting Officer)   | 28. AWARD DATE  |

NOTE:—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Award will be made on this form, or by other official written notice.



## SOLICITATION INSTRUCTIONS AND CONDITIONS

### 1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

### 2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

**3. EXPLANATION TO OFFERORS.** Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

**4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.** Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of this Form, or (c) by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

### 5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Postal Service, at no expense to the Postal Service. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

**6. FAILURE TO SUBMIT OFFER.** If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

### 7. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

(b) If this solicitation is negotiated, offers may be modified by written or telegraphic notice received prior to the hour and date specified for receipt of offers or withdrawn by such notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award. (However, see par. 8(b)).

**8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS.** (This paragraph applies to all advertised solicitations, unless otherwise provided.)

(a) Offers and modifications of offers or withdrawals thereof, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Postal Service will be considered at any time it is received and may thereafter be accepted.

(This paragraph applies to all negotiated solicitations)

(b) Offers and modifications of offers (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless consideration thereof is determined by the head of the procurement activity to be in the best interests of the Postal Service.

**9. DISCOUNTS.** (a) Notwithstanding the fact that blanks are provided therefor, prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Postal Service, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Postal Service check.

**10. AWARD OF CONTRACT.** (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Postal Service, price and other factors considered.

(b) The Postal Service reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Postal Service may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. WHEN SPECIFIED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED. THE POSTAL SERVICE RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Postal Service may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Postal Service prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Postal Service.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Postal Service may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Postal Service.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

(i) To be considered eligible for award, an offeror must be regularly engaged in providing the supplies, or equipment described in the solicitation, and meet the criteria for "manufacturer", or "regular dealer", set forth in Postal Contracting Manual 12-603.1 and 12-603.2, respectively, and must, in the opinion of the Contracting Officer, meet the minimum standards set forth in Section 1, Part 9 of the Postal Contracting Manual and such additional standards as specified in the solicitation.

**11. POSTAL-FURNISHED PROPERTY.** No material, labor, or facilities will be furnished by the Postal Service unless otherwise provided for in the solicitation.

**12. LABOR INFORMATION.** General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

**13. SELLER'S INVOICES.** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

**14. ORDER OF PRECEDENCE.** In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.



# **U.S. POSTAL SERVICE REPRESENTATIONS AND CERTIFICATIONS**

NAME AND ADDRESS OF BIDDER (No., Street, City, State, and ZIP Code)

DATE OF BID

*In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."*

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

## **1. CONTINGENT FEE**

(a) He ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract. If the bidder responds in the affirmative, he shall furnish, in duplicate, a completed PS Form 7319, Contractor's Statement of Contingent or Other Fees and any other information as may be requested by the Contracting Officer. If offeror has previously furnished a completed PS 7319 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

*(For interpretation of the representation, including the term "bona fide employee," see Postal Contracting Manual, subparagraph 1-504.3.)*

## **2. TYPE OF ORGANIZATION**

He operates as an ☐ individual, ☐ partnership, ☐ joint venture, ☐ corporation, ☐ a nonprofit organization incorporated in State of \_\_\_\_\_

## **3. INDEPENDENT PRICE DETERMINATION**

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices of this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2)(i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid will not be considered for award where (a) (1), (a) (3), or (b) above, has been deleted or modified. Where (a) (2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

## **4. EQUAL OPPORTUNITY**

*(CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)*

He ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐ has, ☐ has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts which are exempt from the clause.)*



## 5. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is it owned or controlled by a parent company as described below? ☐ Yes ☐ No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

|                        |  |
|------------------------|--|
| NAME OF PARENT COMPANY | MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code) |
|------------------------|--|

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

|   |                |        |
|---|----------------|--------|
| EMPLOYER<br>→<br>IDENTIFICATION NUMBER OF | PARENT COMPANY | BIDDER |
|---|----------------|--------|

## 6. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

FOR SUPPLY CONTRACTS ONLY, CHECK THE FOLLOWING:

## 7. REGULAR DEALER—MANUFACTURER (CHECK ONLY IF BID EXCEEDS \$10,000 IN AMOUNT)

He is a ☐ regular dealer in, ☐ manufacturer of, the supplies offered.

## 8. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

|                       |                   |
|-----------------------|-------------------|
| EXCLUDED END PRODUCTS | COUNTRY OF ORIGIN |
|-----------------------|-------------------|

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.



## SERVICE CONTRACT ACT OF 1965

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (41 U.S.C. 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) *Compensation.* Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employee which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement of the interested parties, who shall be deemed to be the contracting agency, the Contractor, and the employees who will perform on the contract, or their representatives. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, for final determination. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by the Administrator, or his authorized representative, shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour).

(b) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor (29 CFR Subpart B, Part 4).

(c) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6(c)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(e) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of

service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in section 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.  
Public Health Service, U.S. Department of Health, Education, and Welfare.

Bureau of Mines, U.S. Department of the Interior.

American National Standards Institute, Inc. (United States of America Standards Institute).

National Fire Protection Association.

American Society of Mechanical Engineers.

American Society for Testing and Materials.

American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street NW, Washington, DC 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, NY 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Puerto Rico).

(2) Middle Atlantic Region, Room 410, Penn Square Building, Juniper and Filbert Streets, Philadelphia, PA 19107. (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street NE., Suite 723, Atlanta, GA 30309 (Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lakes Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, IL 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Mid-Western Region, 1906 Federal Office Building, 911 Walnut Street, Kansas City, MO 64106 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, TX 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 36017, San Francisco, CA 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) *Records.* The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work the records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Divisions, U.S. Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages, and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those



classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Postal Service may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(h) *Subcontractors.* The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Prime Contractor."

(i) *Service employee.* As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semi-skilled, or skilled manual labor occupations; and any other employee, including a foreman or supervisor, in a position having trade, craft, or laboring experience as the paramount requirement; and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(j) *Contractor's report.* If there is a wage determination attachment to this contract and one or more classes of service employees which are not listed thereon are to be employed under the contract, the Contractor shall report to the Contracting Officer the monetary wages to be paid and the fringe benefits to be provided each such class of service employee. Such report shall be made promptly as soon as such compensation has been determined as provided in paragraph (a) of this clause.

(k) *Regulations incorporated by reference.* All interpretations of the Service Contract Act of 1965 expressed in 29 CFR Subpart C, Part 4, are hereby incorporated by reference in this contract.

(l) *Exemptions.* This clause shall not apply to the following:

(1) Any contract of the United States Postal Service for construction, alteration and/or repair, including painting and decorating of public buildings or public works;

(2) Any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (49 Stat. 2036; 41 U.S.C. 35-45);

(3) Any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line, or oil or gas pipeline where published tariff rates are in effect, or where such carriage is subject to rates covered by section 22 of the Interstate Commerce Act;

(4) Any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) Any contract for public utility services, including electric light and power, water, steam, and gas;

(6) Any employment contract providing for direct services to the Postal Service by an individual or individuals;

(7) Any contract with the Postal Service the principal purpose of which is the operation of postal contract stations;

(8) Any services to be furnished outside the United States. For geographic purposes, the "United States" is defined in section 8(d) of the Service Contract Act to include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf Lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island. It does not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country; and

(9) Any of the following contracts exempted from all provisions of the Service Contract Act of 1965, pursuant to section 4(b) of the Act, which exemptions the Secretary of Labor hereby finds necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business: (i) Contracts entered into by the Postal Service with common carriers for the carriage of mail by rail, air (except air star routes), bus, and ocean vessel, where such carriage is performed on regularly scheduled runs of the trains, airplanes, buses, and vessels over regularly established routes and accounts for an insubstantial portion of the revenue therefrom.

(ii) Any contract entered into by the U.S. Postal Service with an individual owner-operator for mail service where it is not contemplated at the time the contract is made that such owner-operator will hire any service employee to perform the services under the contract except for short periods of vacation time or for unexpected contingencies or emergency situations such as illness or accident.

(m) *Special employees.* Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, the following employees may be employed in accordance with the following variations, tolerances and exemptions, which the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(i)(i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than \$20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531: *Provided, however,* That the amount of such credit may not exceed 80 cents per hour.



| U.S. POSTAL SERVICE  |                      | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
|--|----------------------|--------------------------------|------|------------|--------|
| CONTINUATION SHEET   |                      | 72-110                         |      | 7          | 12     |
| NAME OF OFFEROR OR CONTRACTOR  |                      |                                |      |            |        |
| ITEM NO.   | SUPPLIES/SERVICES    | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
| DATE   | ISSUED: May 18, 1972 | OPENING DATE: June 5, 1972     |      |            |        |
| <p>This Solicitation consists of PS Form 7333, PS Form 7319B, PS Form 7336, PS Form 7332 (All Forms July 1971 Edition) and Schedules, Drawing, Specifications and other terms and conditions referenced herein. By signing PS Form 7333 offeror specifically agrees to all applicable terms, conditions and provisions referenced in or set forth at length, and all pages of this Solicitation. Offeror further agrees by signing PS Form 7333 that failure to return any pages of this Solicitation will not relieve him from any obligations and responsibility to comply fully with all applicable terms, conditions, and provisions referenced in, or set forth at length, on all pages of the Solicitation and PS Form 7382 (July 1971 Edition); General Provisions for Services Contract: PS Form 7331 Dated July 1971 and Wage Determination No. _____ (If applicable).</p> <p>NOTICE OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES</p> <p>Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Non-segregated Facilities" in this Solicitation. The Certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the certification of Non-segregated Facilities will render his bid or offer non-responsive to the terms of solicitation involving awards of contracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause.</p> |                      |                                |      |            |        |



## CONTINUATION SHEET

72-110

8

12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|--------|
|          | <p><u>SCOPE:</u></p> <p>Removal of Rubbish &amp; Garbage during Fiscal Year beginning July 1, 1972 through June 30, 1973, as directed by the Operations Manager, South Suburban Postal Facility, 7401 South Cicero Ave., Chicago, Illinois 60499.</p> <p>Rubbish &amp; Garbage are to be called for &amp; removed in such quantities, in such manner at such time, as may be direct by the Operations Manager, Service on Sundays &amp; legal Holidays will not be required or permitted.</p> <p><u>REMOVED OF COMPACTED RUBBISH:</u><br/>Yearly Estimate is 3880 Cubic Yards</p> <p>COST PER LOAD OF 30 CUBIC YARD COMPACTED</p> <p style="text-align: right;">per load</p> <p><u>REMOVAL OF NON-COMPACTED RUBBISH:</u><br/>Yearly Estimate is 8600 Cubic Yards</p> <p>COST PER CUBIC YARD NON-COMPACTED</p> <p style="text-align: right;">per Cubic Yard</p> <p>Award shall be made to the low qualified bidder on Item 1 and 2. separately, on an item to item basis.</p> <p style="text-align: center;"><u>GENERAL PROVISIONS AND SPECIFICATION</u></p> <p style="text-align: center;"><u>RUBBISH REMOVAL-COMPACTED</u></p> <p>1. Pickups of compacted loads are based on filling the 30 Cubic Yard Container to capacity.</p> <p>(a) Only full loads of 30 Cubic Yards each are to be removed. When the need arises for removals, contractor will be contacted by the Operations Manager Office, and must respond within three hours of notification container is full and must be removed. Normal removals are to be made between 6:00 AM and 5:00 PM.</p> <p style="text-align: center;"><u>RUBBISH REMOVAL-NON-COMPACTED</u></p> <p>2. Non-compacted Rubbish is defines as: Scrap lumber, discarded belting wooden pallets, wooden boxes and crates, fibre drums, and other materials which cannot be efficiently compacted.</p> <p>3. Removal of rubbish shall be made daily, including Saturdays during hours governing the mailing activities in the rubbish accumulation area and at the direction of Operations Manager. Successful bidder can anticipate removal during day hours.</p> |          |      |            |        |



## CONTINUATION SHEET

72-170

9

12

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| 4.       | <p>Transfer of rubbish from containers to trucks by hand or human contact methods will not be permitted within the premises of the building. Contractor shall use equipment or provide suitable covers to prevent the dispersal of any rubbish while removing same.</p> <p><u>CONTRACTOR SHALL PROVIDE:</u></p> <p>Contractor shall furnish equipment as necessary and to work in conjunction with Post Office equipment listed below to provide a complete service for the removal of trash. The disposition of the removed trash to be the responsibility of the contractor. The contractor will provide additional equipment as a response to individual requests within two (2) hours of the call.</p> <ol style="list-style-type: none"> <li>1. Thirty cubic yard container to work in conjunction with Post Office owned two cubic yard Hercules Galion fixed packer. Provide replacement container when removing full unit for disposal. Capacity of Compacter 2 cu. yds. at 25,000 lbs. force or compaction pressure 27.4 per square inch.</li> <li>2. As required, provide twenty and/or thirty yard container for the consolidation and removal of non-compactable material such as broken wooden skids, etc.</li> <li>3. Equipment furnished by contractor to be reasonably clean and leak proof, and vermin proof. Any charges for furnishing of any equipment by contractor shall be incorporated in the price per cubic yard of disposal.</li> </ol> <p>All equipment furnished by contractor shall remain as his property.</p> <ol style="list-style-type: none"> <li>4. No contract hereunder, nor any part thereof, may be made the subject of a subcontract without the written consent of the Contracting Officer.</li> <li>5. Bidders should examine conditions at the South Suburban Facility before submitting bids. Arrangements for visit to the site may be made by contacting the Operations Manager. Mr. Unzeitig (531-2653).</li> <li>6. Contractor shall not retain for resale or for any form of donations to the public for reading or any other purpose, any and all undeliverable mail, circulars, magazines, newspapers or any other periodical publications.</li> <li>7. Contractor or his employees shall adhere to all rules in force at subject Facility, and on reporting for removals. Contractor and/or person employed by him shall contact or be contacted by representative of Operations Manager who will require him to sign log book showing amount of compacted and/or non-compacted material removed.</li> </ol> |          |      |            |        |



| U.S. POSTAL SERVICE           |  | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
|-------------------------------|--|--------------------------------|------|------------|--------|
| CONTINUATION SHEET            |  | 72-110                         |      | 10         | 12     |
| NAME OF OFFEROR OR CONTRACTOR |  |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES  | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p>The quantities shown in this Solicitation are the estimated requirements for the contract term. It is to be distinctly understood, however, that these are estimated only, and are given merely for the information of the prospective bidders. No obligation or restriction is hereby imposed upon the Postal Service to furnish the estimated quantities; however, the office issuing this Solicitation will use the services of the successful bidder for each item, requirements during stated contractor period at the prices quoted and accepted by award of contract. The successful bidder guarantees, by submission of his bid in response thereto, to provide the services that will be required by the Contracting Officer.</p> <p><b>SAVE HARMLESS CLAUSE:</b></p> <p>The Contractor shall save harmless the Government and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or on account of any action or omission by the said Contractor or his employees, or from any claim or amounts arising or recovered under the Workmen's Compensation Laws or any Law, By-law, Ordinance Regulation, Order or Decree. Contractor shall carry Workmen's Compensation, Public Liability and Property Damage Insurance and shall furnish satisfactory evidence to the Contracting Officer that the liability referred to is \$100,000.00 or more and the Contractor or person employed by him are not employees of the Federal Government and in the event of injury or death on the job, neither the Contractor nor any such person comes within the purview of the Federal Compensation Act.</p> <p><b>MINIMUM WAGE:</b> In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6 (e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.</p> <p><b>SELF EMPLOYED CONTRACTOR:</b> Service Contract Act and Minimum wage under the Fair Labor Standards Act are not applicable.</p> <p><b>SERVICE CONTRACT ACT OF 1965 (July 1971):</b> is furnished as an enclosure. The Service Contract act is applicable to such persons hired or employees of the Contractor, and the wages must be paid in accordance with PS Form 7382 (July 1971) Enclosed herewith, is Wage Dertermination No. _____ Dated _____</p> <p><b>LAWS AND ORDINANCES:</b> Contractor shall comply with all laws, ordinances, and regulations covering the work of this nature.</p> |                                |      |            |        |



|                               |   |                                |      |            |        |
|-------------------------------|---|--------------------------------|------|------------|--------|
| U.S. POSTAL SERVICE           |   | REF. NO. OF DOC. BEING CONT'D. |      | PAGE       | OF     |
| CONTINUATION SHEET            |   | 72-110                         |      | 11         | 12     |
| NAME OF OFFEROR OR CONTRACTOR |   |                                |      |            |        |
| ITEM NO.                      | SUPPLIES/SERVICES   | QUANTITY                       | UNIT | UNIT PRICE | AMOUNT |
|                               | <p><b>CANCELLATION OPTION:</b> This contract may be terminated by either Postmaster or the Contractor upon written notification ten (10) days in advance of effective date. Termination will become effective at the end of the current bi-weekly period or any mutually agreed subsequent period. Termination shall be written liability to either the U.S. Postal Service or the Contractor.</p> <p><b>INSURANCE:</b> The Contractor to whom contract is awarded must carry sufficient insurance covering himself and any person or persons in his employ during performance of this contract to indemnify and save harmless the United States Government and/or any of its agents from any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of the performance of this contract.</p> <p><b>MOVING MATERIALS:</b> If it becomes necessary at any time during the execution of the work to move his materials or equipment which has been temporarily placed, the contractor shall, when so directed by the Postmaster, move or cause them to be moved without additional charge.</p> <p><b>ADVERTISING OF AWARD:</b> The contractor agrees not to refer to awards in connection with commercial advertising.</p> <p><b>CONTRACTING OFFICER:</b> The term "Contracting Officer" as referred to in this bid shall mean the office who executes the contract in behalf of the United States Government, and shall include his duly appointed successor, or his authorized representative.</p> <p>Any questions concerning this Solicitation or resulting contract should be in writing and directed to:</p> <p>RICHARD F. HUBBELL<br/>MANAGER, PROCUREMENT BRANCH<br/>ADMINISTRATION DIV.-CENTRAL REGION<br/>MAIN POST OFFICE BUILDING, ROOM 934<br/>CHICAGO, ILLINOIS 60699</p> <p><b>SEALED BID LABEL:</b></p> <p>Bidders are requested to attach Label 7377 Notice to bidder to any suitable envelope. It is the responsibility of each bidder to take all necessary precautions, including use of proper mailing cover, to ensure that his bid price cannot be ascertained by any one prior to bid opening.</p> |                                |      |            |        |



NAME OF OFFEROR OR CONTRACTOR

| ITEM NO.   | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|-------------------|----------|------|------------|--------|
| <b>NOTICE TO VENDORS</b>   |                   |          |      |            |        |
| To insure compliance with Executive Order 11640 your signature on this bid indicates that you are certifying the statement below:  |                   |          |      |            |        |
| <b>STABILIZATION OF THE ECONOMY</b>  |                   |          |      |            |        |
| <b>1. PRICE CERTIFICATION</b>  |                   |          |      |            |        |
| (a) By submission of this bid (offer), bidder (offeror) certifies that he is in compliance and will continue to comply with the requirements of Executive Order 11640, January 26, 1972, for the duration thereof and further certifies that the prices bid (offered) herein conform to the requirements of the said Executive Order, or shall be reduced accordingly at the time of any billings that are made during the effective period of the said Executive Order.   |                   |          |      |            |        |
| (b) Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification of the Contractor that the amounts invoice or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with the said Executive Order.   |                   |          |      |            |        |
| (c) The contractor agrees to insert the substance of this clause, including this paragraph (c) in all subcontracts.  |                   |          |      |            |        |
| <b>NOTICE TO CONTRACTORS</b>   |                   |          |      |            |        |
| Reference is made to your Order No.(s) . You are hereby notified of your following obligations under Executive Order 11640, January 26, 1972: Acceptance of any payments for property, goods, or services furnished during the effective period of the said Executive Order shall constitute a certification by the Contractor that the amounts invoiced or paid do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with said Executive Order.  |                   |          |      |            |        |
| <b>EFFECTIVE FOR EACH SOLICITATION OR CONTRACT AWARD WHICH EXCEEDS \$5,000.00</b>  |                   |          |      |            |        |
| Notice of Maximum Permissible Escalation in Wage and Price Standards. Bidders are advised of standards established under Executive Orders 11615, 11627 and 11640 setting maximum permissible percentages of escalation in wage rates and price increases. Such standards call for wage rate increases of no more than 5.5% per annum unless specific exceptions have been granted by the Pay Board. The price standard established by the Price Commission has the objective of holding economy-wide price increases to 2.5% per annum (3% per annum in the case of small business firms). To achieve this target firms are allowed to increase prices to reflect allowable costs incurred since the last price increase or since January 1, 1971, whichever was later, and such costs as firms are continuing to incur, adjusted to reflect productivity gains. These price increases may not result in profit margins on sales which exceed the firm's profit margins for the highest 2 of the last 3 fiscal years ending before August 15, 1971. Average productivity gains are, estimated to be 3% of higher for the economy annually for 1972 and 1973. |                   |          |      |            |        |